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COPY

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

Regular Meeting -- Wednesday, December 10, 1997.

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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.

Absent -- Aldermen Frias, Zalewski.

Call To Order.

On Wednesday, December 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, Olivo, Burke, Jones, Peterson, Murphy, Rugai, Troutman, Munoz, Solis, Ocasio, Burnett, E. Smith, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, M, Smith, Moore, Stone -- 39.

Quorum present.

Invocation.

Reverend Ruth Mercado of Rebano Cristiano Church opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE POLICE OFFICER RICHARD R. SCHOTT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 Richard R. Schott.

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 tragic and untimely death of Police Officer Richard R. Schott; and

WHEREAS, Since joining the Police Department in 1973, Officer Schott served with distinction as an officer in the Deering District; and

WHEREAS, The bravery and courage exhibited by Officer Schott throughout his twenty-four year tenure with the department represented the highest tradition of the Chicago Police Department; and

WHEREAS, Officer Schott was the recipient of forty-eight honorable mentions, a departmental commendation and four complimentary letters; and

WHEREAS, Officer Schott followed the traditions set by his father who was also a police officer in the Deering District; and

WHEREAS, Officer Schott is survived by his son, Robert and two siblings; and

WHEREAS, Although Officer Schott 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 Schott 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 December, 1997, do hereby honor Officer Richard R. Schott 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 Richard R. Schott as tokens of our esteem and admiration.

On motion of Alderman Burke, seconded by Alderman Rugai, 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 Richard R. Schott. Recognizing the long history of the Schott family in the 9th Police District, where Officer Schott carried on the legacy of service and professionalism established by his late father, who was also a police officer in the 9th District, Mayor Daley noted that Officer Schott had also served in the detail assigned to secure the home of the Mayor's late father. Officer Schott was a consummate professional, the Mayor declared, who forged a career that epitomized the Chicago Police Department motto -- to serve and protect.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF EMPOWERMENT ZONE/ENTERPRISE COMMUNITIES COORDINATING COUNCIL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Empowerment Zone/Enterprise Communities Coordinating Council for terms expiring September 30, 1999:

Linda Vick; Dedra L. Wright; Eleazar Vazquez; Carlos J. Gonzalez; Sidney Dillard; Leana B. Flowers; Barbara Jones; Henry P. Wilson; David Livingston; William Moorehead; John Wilkinson; Leroy Squares; James C. Tyree; and Lawrence J. Gorski.

I also inform you that Governor Jim Edger has appointed Randall Valenti, and Cook County Board President John H. Stroger has appointed Gwendolyn Clemons to the Empowerment Zone/Enterprise Communities Coordinating Council.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF NORTHWEST HOME EQUITY COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- I have reappointed Joseph F. Crutchfield, Ruben C. Lopez and Jane Sobczyk as members of the Northwest Home Equity Commission for terms expiring June 28, 2000.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. DON A. TURNER AS MEMBER OF PUBLIC BUILDING COMMISSION OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- I have appointed Don A. Turner as a member of the Public Building Commission for a term expiring September 30, 2002 to succeed John W. Higgins whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF STATE STREET MALL COMMISSION (SPECIAL SERVICE AREA NUMBER 1).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- I have reappointed Thomas J. Klutznick, Brent G. Minor and Daniel J. Skoda as members of the State Street Mall Commission for Special Service Area Number 1 for terms expiring October 1, 2000.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF BELMONT CENTRAL COMMISSION (SPECIAL SERVICE AREA NUMBER 2).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Belmont Central Commission (Special Service Area Number 2) for the terms indicated:

Term expiring September 14, 1998:

Edward C. Sheehan, to succeed Selden M. Fein, who has resigned.

Terms expiring September 14, 2002:

Mitchell M. Dyan and Norman L. Hutson, both reappointed; John Manicke to succeed C. Paul Johnson; and Michael Valenti, to succeed Thomas W. Pettise.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF 95TH STREET/BEVERLY HILLS BUSINESS AREA COMMISSION (SPECIAL SERVICE AREA NUMBER 4).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the 95th Street/Beverly Hills Business Area Commission (Special Service Area Number 4) for the terms indicated:

Term expiring October 1, 1998:

Tracy A. Munno, to succeed Sarah J. Taylor, deceased.

Terms expiring October 1, 2000:

Dennis M. Heywood and Vincent J. Sheridan, both reappointed; and Webb Hayne, to succeed Jerome M. Wolf, whose term has expired.

You favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Greater Lakeview East Commission (Special Service Area Number 8) for the terms indicated:

Term expiring October 1, 1998:

Ishac S. Tanios, to succeed Carmen Contreras, whose term has expired.

Terms expiring October 1, 1999:

Colleen M. Canny; Anthony T. Klok; Denise E. Lesiak; Paul F. Loriza and Dan Wolf, all reappointed.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 16 OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF NEW CHAPTER 18 CONCERNING OPEN SPACE IMPACT 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 Parks and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 assessment of open space impact fees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY ESTABLISHMENT OF ZONING STANDARDS FOR TOWNHOUSES.

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

December 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 establishing zoning standards for townhouses.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF WATER SUPPLY USE AGREEMENT WITH VILLAGE OF MELROSE PARK.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance authorizing a use agreement with the Village of Melrose Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH CHICAGO PARK DISTRICT CONCERNING PERSHING/ OAKWOOD RELOCATION PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 an agreement with the Park District concerning the Pershing/Oakwood Relocation Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF PROJECT AGREEMENTS WITH ILLINOIS DEPARTMENT OF TRANSPORTATION CONCERNING STREET LIGHT CABLE REPLACEMENT.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance authorizing the execution of project agreements with the Illinois Department of Transportation concerning streetlight cable replacement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH HOME DEPOT U.S.A., 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

December 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 execution of a redevelopment agreement with Home Depot U.S.A., Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF MUNICIPAL DEPOSITORIES FOR FISCAL YEAR 1998.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance designating municipal depositories for the year 1998.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- GRANT OF EASEMENT TO METROPOLITAN WATER RECLAMATION DISTRICT 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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 granting an easement to the Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CONVERSION OF 1998 PRIVATE ACTIVITY VOLUME CAP AND APPROPRIATION OF FUNDS FOR ADMINISTRATION OF CITY'S MORTGAGE CREDIT CERTIFICATE PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 to convert $50 Million of 1998 Private Activity Volume Cap for use under the City's Mortgage Credit Certificate Program and to authorize the appropriation of funds to administer the program.
our favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH A T & T WIRELESS PCS, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 execution of an agreement with AT&T Wireless PCS, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH SOUTHWEST SIDE SENIORS SERVICE ORGANIZATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 a lease agreement with Southwest Side Seniors Service Organization.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR USE OF CITY RESOURCES BY CHICAGO ENVIRONMENTAL 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 the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Environment, I transmit herewith an ordinance authorizing the use of city resources by the Chicago Environment Fund.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR 1998 HIGHWAY PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 1998 Highway Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF CIVIC OPERA BUILDING 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

December 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 designating the Civic Opera Building as a Chicago landmark.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDMENT NUMBER 8 TO LAWNDALE CONSERVATION PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 Amendment Number 8 to the Lawndale Conservation Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDMENT NUMBER 23 TO NEAR WEST SIDE CONSERVATION AREA PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 three ordinances authorizing Amendment Number 23 to the Near West Side Conservation Area Plan.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT WEST DIVISION STREET AND NORTH ORLEANS STREET FOR PARK PURPOSES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 authorizing acquisition of property located at West Division Street and North Orleans Street for park purposes.

Your favorable consideration of this of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT EAST 50TH STREET AND SOUTH CHAMPLAIN 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 Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 acquisition of property located at East 50th Street and South Champlain Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 62 -- 64 AND 70 EAST RANDOLPH 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

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Public Building Commission, I transmit herewith an ordinance authorizing the acquisition of property located at 62 -- 64 and 70 East Randolph Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT 1518 WEST HUBBARD STREET TO ADJUSTABLE CLAMP COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 conveyance of

property located at 1518 West Hubbard Street to Adjustable Clamp Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY TO HABITAT COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 city-owned land to Habitat Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 6901 -- 6907 SOUTH MAY STREET AND 1135 -- 1145 WEST 69TH 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

December 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 authorizing the sale of property located at 6901 -- 6907 South May Street and 1135 -- 1145 West 69th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF CITY-OWNED PROPERTY AT 4554 SOUTH GREENWOOD AVENUE TO CHICAGO PARK DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 authorizing a transfer of property located at 4554 South Greenwood Avenue to the Chicago Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF CITY-OWNED PROPERTY AT 1807 SOUTH THROOP STREET TO CHICAGO PARK DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 authorizing a transfer of property located at 1807 South Throop Street to the Chicago Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF SITES FOR THREE CAMPUS PARK PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Public Building Commission, I transmit herewith an ordinance designating sites for three campus park projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF PARKING SITE FOR GOLDBLATT'S RENOVATION PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Public Building Commission, I transmit herewith an ordinance designating a site for parking in connection with the Goldblatt's Renovation Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF SITE DESIGNATION FOR SIXTEENTH DISTRICT POLICE STATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Public Building Commission, I transmit herewith an ordinance authorizing a site designation for the Sixteenth District Police Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SITE DESIGNATION FOR CENTRAL DISTRICT POLICE HEADQUARTERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Public Building

Commission, I transmit herewith an ordinance authorizing a site designation for the Central District Police Headquarters.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH UNICOM THERMAL TECHNOLOGIES, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 execution of an agreement with Unicom Thermal Technologies, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR VIADUCT CLOSURE AT 2600 WEST MAYPOLE 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 Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 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 a viaduct closure at 2600 West Maypole Avenue.

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 -- OATH OF OFFICE OF MR. ROBERT I. LUND.

The oath of office of Mr. Robert I. Lund as a trustee of the Policemen's Annuity and Benefit Fund, which was *Placed on File.*

Placed On File -- OATH OF OFFICE OF MR. JOSEPH F. QUINN.

The oath of office of Mr. Joseph F. Quinn as an annuitant trustee of the Firemen's Annuity and Benefit Fund, which was *Placed on File.*

Placed On File -- SUBMISSION OF DOCUMENTS TO FEDERAL AVIATION ADMINISTRATION REGARDING PASSENGER FACILITY CHARGE PROGRAM AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A communication from Mr. Daryl McNabb, Passenger Facility Charge Director, Department of Aviation, under date of November 26, 1997, transmitting a submission of application and amendment forms to the Federal Aviation Administration regarding the Passenger Facility Charge (P.F.C.) Program at Chicago O'Hare International Airport, which was *Placed on File.*

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN AND PROJECT FOR 26TH/KOSTNER REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING PROGRAM.

A communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, under date of December 8, 1997, transmitting the 26th/Kostner Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project together with the Eligibility Study for the 26th/Kostner Redevelopment Project Area, which was *Placed on File.*

Placed On File -- ELIGIBILITY FINDINGS AND REDEVELOPMENT PROJECT AND TAX INCREMENT FINANCING PLAN FOR 69TH STREET CORRIDOR REDEVELOPMENT PROJECT AREA.

A communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, under date of December 8, 1997, transmitting the 69th Street Corridor Redevelopment Project Area Redevelopment Project and Tax Increment Financing Plan together with an Appendix which contains the Eligibility Findings for the 69th Street Corridor Redevelopment Project Area, which was *Placed on File.*

Placed On File -- ELIGIBILITY FINDINGS AND REDEVELOPMENT PLAN AND PROJECT FOR PROPOSED 89TH AND STATE REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING PROGRAM.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under date of December 8, 1997, transmitting the 89th and State Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project together with the Eligibility Study for the proposed 89th and State Redevelopment Project Area, which was *Placed on File.*

Placed On File -- DOCUMENTS CONCERNING ISSUANCE AND SALE OF TAX INCREMENT ALLOCATION BONDS (CENTRAL LOOP REDEVELOPMENT PROJECT), SERIES 1997.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of December 4, 1997, transmitting the Notification of Sale together with the Trust Indenture, First Supplemental Indenture and Second Supplemental Indenture concerning the issuance and sale of Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Series 1997, which was *Placed on File.*

Placed On File -- DOCUMENTS CONCERNING ISSUANCE AND SALE OF MULTI-FAMILY HOUSING REVENUE BONDS, SERIES 1997 (MICHIGAN PLAZA LIMITED PARTNERSHIP PROJECT).

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under date of November 25, 1997, transmitting the Notification of Sale together with the Trust Indenture and the Bond Purchase Agreement concerning the issuance and sale of Multi-Family Housing Revenue Bonds, Series 1997 (Michigan Plaza Limited Partnership Project), which was *Placed on File.*

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.
November 19, 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 November 19, 1997, and which were required by statute to be published in book or pamphlet form in one or more newspapers, were published in pamphlet form on December 5, 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 November 19, 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.

November 19, 1997.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on November 19, 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 December 5, 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 November 19, 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.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in duplicate) together with the proposed ordinances for 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:

Mr. Joseph P. Cacciatore -- to classify as a B4-1 Restricted Service District instead of a B2-2 Restricted Retail District and an M1-1 Restricted Manufacturing District the area shown on Map Number 5-N bounded by:

> West Grand Avenue; a line 204.24 feet east of North Neva Avenue as measured at the southerly right-of-way line of West Grand Avenue and parallel to North Neva Avenue; the alley next south of West Grand Avenue; and North Neva Avenue.

The Clare Group, Ltd. -- to classify as a C2-2 General Commercial District instead of an M3-4 Heavy Manufacturing District and then to further classify as the Riveredge Commercial Planned Development instead of a C2-2 Restricted Commercial District the area shown on Map Number 3-G bounded by:

West North Avenue; North Kingsbury Street; a line 395.7 feet southeasterly of West North Avenue, as measured at the southerly right-of-way of North Kingsbury Street and perpendicular thereto; the northerly dock line of the north branch canal of the Chicago River; and a line 147.5 feet east of the center of North Cherry Avenue.

Cornell Venture, L.L.C. -- to classify as a Residential Planned Development instead of an R7 General Residence District the area shown on Map Number 12-C bounded by:

South Cornell Avenue; a line 925 feet north of and parallel to East Hyde Park Boulevard; the former eastern boundary of the Illinois Central Railway; and the southwestern boundary of Burnham Park.

Mr. Howard DuBrow and Midwest Development Company -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 3-H bounded by:

a line 277.80 feet east of North Wolcott Avenue as measured at the northerly line of West Ellen Street and perpendicular thereto; West Ellen Street; and the alley next southerly of and parallel to North Wolcott Avenue.

Gooseland Venture -- to classify as an M3-2 Heavy Manufacturing District instead of Planned Manufacturing District Number 3 and then to further classify as a Commercial-Manufacturing Planned Development instead of an M3-2 Heavy Manufacturing District the area shown on Map Number 3-G bounded by:

North Hickory Avenue; West Division Street; and North Cherry Avenue.

Ms. Margaret A. Lee/Ms. Annie J. McDonagh -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 9-N bounded by:

West Grace Street; North Newland Avenue; a line 60 feet south of West Grace Street; and the alley next west of and parallel to North Newland Avenue.

Mr. George T. Murphy -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map Number

13-H bounded by:

West Foster Avenue; a line 112.50 feet east of and parallel to North Paulina Street; the public alley next south of and parallel to West Foster Avenue; and North Paulina Street.

Northern Trust Bank/O'Hare, Trustee, under Trust Number 8OL1326, in care of Mr. James J. Banks -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 7-N bounded by:

West Diversey Avenue; a line 35 feet east of North Neva Avenue; a line 97.11 feet south of West Diversey Avenue; and North Neva Avenue.

Off-Street Club -- to classify as a B5-2 General Service District instead of an R4 General Residence District the area shown on Map Number 1-K bounded by:

West Washington Street; North Karlov Avenue; the next alley south of West Washington Street; and a line 101.48 feet west of and parallel to North Karlov Avenue.

Peerless Development, Ltd., in care of Mr. James J. Banks -- to classify as an R6 General Residence District instead of an R5 General Residence District the area shown on Map Number 7-G bounded by:

a line 304.78 feet north of West Wrightwood Avenue; the alley next east of and parallel to North Ashland Avenue; a line 204.78 feet north of West Wrightwood Avenue; and North Ashland Avenue.

Mr. Todd L. Prince, in care of Mr. Mark J. Kupiec -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 12-N bounded by:

the alley next north of and parallel to West Archer Avenue; a line 168.5 feet east of and parallel to South Neenah Avenue; West Archer Avenue; and a line 28.5 feet east of and parallel to South Neenah Avenue.

R.D.M. Development and Investment, Inc. -- to classify as a C1-3 Restricted Commercial District instead of an M3-3 Heavy Manufacturing District the area shown on Map Number 5-H bounded by:

a line 200.07 feet northwesterly of and parallel to North Winchester Avenue;

North Elston Avenue; a line 100 feet northwesterly of and parallel to North Winchester Avenue; and the alley next southwesterly of and parallel to North Elston Avenue.

RN Land Development Company, L.L.C. -- to classify as a Business Planned Development instead of a B7-6 General Central Business District the area shown on Map Number 1-E bounded by:

East Ohio Street; a line 25.04 feet west of and parallel to North Wabash Avenue; the alley next south of and parallel to East Ohio Street; and a line 100.16 feet west of and parallel to North Wabash Avenue.

Karen and Richard Rowan, property owners for trust entitled "3724 -- 3726 South Washtenaw Corp." -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 8-I bounded by:

the alley next north of and parallel to West 37th Place; South Washtenaw Avenue; West 37th Place; and a line 234.5 feet west of South Washtenaw Avenue.

Ms. Debra Seger -- to classify as an R4 General Residence District instead of an M2-5 General Manufacturing District the area shown on Map Number 4-E bounded by:

a line 150 feet south of East Cullerton Street; South Calumet Avenue; a 20 foot public alley; and a line 225 feet south of East Cullerton Street.

Mr. Henry K. Sekscinski and Ms. Stella E. Cichocki -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 9-N bounded by:

a line 268.34 feet north of West Waveland Avenue; North Newcastle Avenue; a line 180.67 feet north of West Waveland Avenue; and the alley next west of and parallel to North Newcastle Avenue.

Mr. Lawrence J. Smiley, in care of Mr. James J. Banks -- to classify as a C2-4 General Commercial District instead of an M2-4 General Manufacturing District the area shown on Map Number 4-F bounded by:

a line 65.65 feet south of West 18th Street; South Federal Street; a line

141.06 feet south of West 18th Street; and South Clark Street.

Mr. Russell Spataro -- to classify as a C2-2 General Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map Number 8-H bounded by:

South Archer Avenue; a line 300 feet southwesterly of South Robinson Street; the alley next north of and parallel to West 32nd Street; the alley next east of and parallel to South Paulina Street; a line 81 feet north of West 32nd Street; and South Paulina Street.

The Salvation Army -- to classify as an Institutional Planned Development instead of a B5-3 General Service District and a C2-3 General Commercial District the area shown on Map Number 2-G bounded by:

West Monroe Street; South Laflin Street; the alley first south of and parallel to West Monroe Street; the alley first west of and parallel to South Laflin Street; South Adams Street; and South Ashland Avenue.

2614 West North Avenue Building Corporation -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 3-H bounded by:

a line 120 feet north of West Division Street; a line 109.80 feet east of North Wolcott Avenue; a line 100 feet north of West Division Street; and North Wolcott 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:

Abadi Joseph, Accettura Angelo, Allstate Insurance Company (3) Edwin and Maribel Garcia, Felicia Green and Darrell Robinson, American Ambassador and Elena Gavrilesch, American Family Insurance Group and Peter and Nancy Carring, Ameritech, Inc., Amoco Oil Company, Andrews Alexandria R., Archie William T., Augustus John N.;

Babers Sabrina S., Banks Denise, Bell Insurance Adjusting Services/Travelers Insurance and Charles E. Conner, Bonsu Adelaide;

Campbell Annie P., Cassens Transport Company, Carter Pamela H., Cobbins Vanessa R., Coleman Georgia M., Coleman Shirley A., Collins-Allen Martha J., Cowen Nina F., Crimmins Sonia, Custard Claim Mgmt. Services, Inc. and Village of Downers Grove;

Dickson Louis M., Dickson Monique M., Donofrio Pearl M., Dillon John R.;

Esoinoza Maria G.;

Fulce Anthony C.;

Garcia Nilsa, Gay Barri A., GEICO Insurance and John Goodman, General Casualty Company of Illinois and Michael Egan, Gershman Transport International, Gill Cheryl R., Green Avis E.;

Harris Lydia G., Harris Tracy D., Harrison Lorraine E., Hawthorne Terrence N., Heidecke Laura A., Hirsh Bradley H., Howard Sedarrel, Howe Jon;

Jackson Kevin L., Jamison Jemes L.;

Kallman Ian P., Kereakes Demetrios P., King Monica L., King Roger C., Kita Jan, Kogan Tatyana, Kubic Arthur W., Kurian Tomy;

Lazzara Shirley L., Lewis Jessie, Lewis Neal, Lindstrom Joann K.;

Magiera Lucyna, Mahmud Shamsa, Marsh and McLenna in care of Warner-Lambert Co. and Christina L. Beatie, Mason Tenaj M., McCarthy Gabriele, McWillis Carmen J., Mid-Town Toyota, Murden Thelma O.;

Nehring Ruth E., New Publix Cleaners;

Orlando Francesca;

Parra Andre J., Payne Marvelean N., Peoples Gas Light and Coke Company, The (4), Perez Armando, Perez Juan, Posters, Inc., Price Larissa M.;

Reeves Anita L., Rose Jeremy;

Sauls Brenda A., Simon Peter/Accurate Painting and Remodeling Co., Skinner Brian M., Span Kimberlita, Spinello John O., State Farm Insurance (7) Frederick Anthony, Maria Balderas, Jeffrey L. Busse, Francis Ding, Cynthia Haddon, Lashon Loggins and Paul Redmond, Steele Lisa A., Stefan Predut, Stevenson Tracy A.;

Tahrilova Stella, Teadori Marsha F., Thompson Wornia, Thornton Estelle P., Twiermeyer Arlene;

Ward Colleen M., Ward Crystal M., Warrior Insurance/Gallant and Norman J. Thomas, Watts Mark, Wesley Ora L., Williams Ezell A., Williams Leonard, Wilson Sheri M.;

Yardley Mary Jane;

Zaman Mohammed, Zaninovich Steven.

Referred -- OPPOSITION TO ESTABLISHMENT OF PLANNED MANUFACTURING DISTRICT FOR PORTIONS OF KINZIE INDUSTRIAL CORRIDOR.

A communication from Mr. Thomas L. Broderick, Treasurer, Pickens-Kane Companies, opposing the proposed establishment of a Planned Manufacturing District for portions of the Kinzie Industrial Corridor, which was *Referred to the Committee on Economic and Capital Development.*

Referred -- OBJECTION TO WESTERN/OGDEN TAX INCREMENT FINANCING PROJECT AND PLAN.

A communication from Mr. James J. Reinent, Vice President and General Manager, Joseph T. Ryerson & Son, Inc. objecting to the Western/Ogden Tax Increment Financing Project and Plan, which was *Referred to the Committee on Finance.*

Referred -- REPEAL OF RESIDENTIAL PERMIT PARKING IN 3300 BLOCK OF WEST PENSACOLA AVENUE.

A communication from Mr. Ronald O. Brown transmitting an ordinance repealing residential permit parking in the 3300 block of West Pensacola Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT 30 WEST 87TH STREET.

A communication from Mr. Chuck Zenn, Olympic Signs, transmitting three proposed orders to install signs/signboards at 30 West 87th Street, which was *Referred to the Committee on Buildings.*

Referred -- RECOMMENDATION FOR DESIGNATION OF CIVIC OPERA BUILDING AS CHICAGO LANDMARK.

A communication from Mr. Charles Thurow, Deputy Commissioner, Landmarks Division, Department of Planning and Development, under the date of December 5, 1997, transmitting a recommendation that the Civic Opera Building, 20 North Wacker Drive, be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR WAIVER OF DEMOLITION LIEN AGAINST METROPOLITAN THEATER AND DESIGNATION OF SAME AS HISTORICAL LANDMARK.

A communication from Ms. Bobbi Johnson, Committee To Save The Metropolitan Theater, transmitting an ordinance to waive, cancel and release a demolition lien against the property known as 4640 -- 4648 South Dr. Martin Luther King, Jr. Drive, The Metropolitan Theater, and to designate said property as a historical landmark, which was *Referred to a Joint Committee composed of the members*

of the Committee on Finance and the members of the Committee on Historical Landmark Preservation.

Rules Suspended -- REPORT OF COMMITTEE ON COMMITTEES, RULES AND ETHICS.

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 Committees, Rules and Ethics concerning the appointments of Mr. James A. Balcer as Alderman of the 11th Ward and Reverend Dr. Leonard DeVille as Alderman of the 21st Ward. The motion *Prevailed.*

APPOINTMENT OF MR. JAMES A. BALCER AS ALDERMAN OF ELEVENTH WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 8, 1997 for the purpose of considering the appointment of James A. Balcer as Alderman of the 11th Ward, having had the same under advisement, begs to leave to report and recommend that Your Honorable Body do *Approve* said appointment.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. James A. Balcer as Alderman of the 11th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

At this point in the proceedings, Mr. James A. Balcer, together with his wife, Mrs. Elena P. Balcer and his grandmother, Ms. Mildred Balcer, entered the Clerk's well. The Honorable James J. Laski, City Clerk, thereupon administered the oath of office to Mr. James A. Balcer as newly appointed Alderman of the 11th Ward.

Alderman Balcer then declared that as a former member of the United States Marine Corps and a veteran of the Vietnam War, he was honored to now serve in the City Council. The alderman then recognized his wife, his ninety-two year old grandmother, family members, pastor and 11th Ward residents who were seated in the gallery.

The oath of office of Alderman James A. Balcer was *Placed on File* in the Office of the City Clerk.

APPOINTMENT OF REVEREND DR. LEONARD DEVILLE AS ALDERMAN OF TWENTY-FIRST WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 8, 1997 for the purpose of considering the appointment of Reverend Dr. Leonard DeVille as Alderman of the 21st Ward, having had the same under advisement, begs leave to leave to report and recommend that Your Honorable Body do *Approve* said appointment.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed appointment of Reverend Dr. Leonard DeVille as Alderman of the 21st Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

At this point in the proceedings, Reverend Dr. Leonard DeVille entered the Clerk's well. The Honorable James J. Laski, City Clerk, thereupon administered

the oath of office to Reverend Dr. Leonard DeVille as newly appointed Alderman of the 21st Ward.

Alderman DeVille then thanked Mayor Daley and the members of the City Council and pledged to work with the people of the 21st Ward to create "one of the proudest wards in the City of Chicago".

The oath of office of Alderman Leonard DeVille was *Placed on File* in the Office of the City Clerk.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF TITLE 16, CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO REGARDING ENTERPRISE ZONE DESIGNATING ORDINANCES.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending the Municipal Code of the City of Chicago regarding enterprise zones, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Illinois Enterprise Zone Act, 20 ILCS 665, as amended (the "Enterprise Zone Act"), permits the City of Chicago (the "City") to designate depressed areas within the City as proposed enterprise zones for the purpose of obtaining certain state tax and regulatory incentives to encourage economic development and neighborhood revitalization; and

WHEREAS, The City Council of the City (the "City Council") passed an ordinance creating the Chicago Enterprise Zone Ordinance, which contains the regulatory incentives available to enterprise zones in the City pursuant to the Illinois Enterprise Zone Act, appearing on the December 15, 1982 Journal of the Proceedings of the City Council (the "Journal of Proceedings") on pages 14015 --

14021; as amended and appearing in the June 28, 1991 Journal of Proceedings on pages 2473 -- 2475; as amended and appearing in the December 11, 1991 Journal of Proceedings on pages 10936 -- 10974; as amended and appearing in the January 14, 1992 Journal of Proceedings on pages 11419 -- 11422; as amended and appearing in the December 15, 1992 Journal of Proceedings on pages 27387 -- 27435; as amended and appearing in the November 10, 1994 Journal of Proceedings on pages 59125 -- 59197; as amended and codified at Chapter 16-12 of the Municipal Code of Chicago (collectively, the "Chicago Enterprise Zone Ordinance"); and

WHEREAS, The City Council passed an ordinance establishing Proposed Enterprise Zone I appearing in the December 23, 1982 Journal of Proceedings on pages 14288 -- 14291; as amended and appearing in the March 18, 1987 Journal of Proceedings on pages 40461 -- 40464; as amended and appearing in the September 14, 1988 Journal of Proceedings on pages 17233 -- 17236; as amended and appearing in the August 4, 1993 Journal of Proceedings on pages 36244 -- 36248; as amended and appearing in the January 10, 1996 Journal of Proceedings on pages 14448 -- 14451 (collectively, the "Zone I Designating Ordinance"); and

WHEREAS, The City Council passed an ordinance establishing Proposed Enterprise Zone II appearing in the December 23, 1982 Journal of Proceedings on pages 14291 -- 14293; as amended and appearing in the June 20, 1984 Journal of Proceedings on pages 7531 -- 7533; as amended and appearing in the September 12, 1990 Journal of Proceedings on pages 20248 -- 20251; as amended and appearing in the February 4, 1992 Journal of Proceedings on pages 11914 -- 11917; as amended and appearing in the December 15, 1992 Journal of Proceedings on pages 26560 -- 26565; as amended and appearing in the August 4, 1993 Journal of Proceedings on pages 36247 -- 36253; as amended and appearing in the August 3, 1994 Journal of Proceedings on pages 54072 -- 54078; as amended and appearing in the September 13, 1995 Journal of Proceedings on pages 6559 -- 6564; as amended and appearing in the March 6, 1996 Journal of Proceedings on pages 16308 -- 16314; as amended and appearing in the February 7, 1997 Journal of Proceedings on pages 38248 -- 38254; as amended and appearing in the September 10, 1997 Journal of Proceedings (collectively, the "Zone II Designating Ordinance"); and

WHEREAS, The City Council passed an ordinance establishing Proposed Enterprise Zone III appearing in the December 23, 1982 Journal of Proceedings on pages 14294 -- 14296; as amended and appearing in the May 15, 1985 Journal of Proceedings on pages 16078 -- 16082; as amended and appearing in the August 28, 1986 Journal of Proceedings on pages 32928 -- 32931; as amended and appearing in the April 25, 1990 Journal of Proceedings on pages 14518 -- 14523; as amended and appearing in the June 9, 1993 Journal of Proceedings on pages 33241 -- 33247; as amended and appearing in the August

3, 1994 Journal of Proceedings on pages 54079 -- 54085; as amended and appearing in the December 21, 1994 Journal of Proceedings on pages 63514 -- 63519; as amended and appearing in the January 10, 1996 Journal of Proceedings on pages 14452 -- 14458 (collectively, the "Zone III Designating Ordinance"); and

WHEREAS, The City Council passed an ordinance establishing Proposed Enterprise Zone IV appearing in the December 16, 1983 Journal of Proceedings on pages 3991 -- 3993; as amended and appearing in the November 6, 1985 Journal of Proceedings on pages 21504 -- 21507; as amended and appearing in the July 29, 1987 Journal of Proceedings on pages 2715 -- 2718; as amended and appearing in the September 14, 1988 Journal of Proceedings on pages 17237 -- 17240; as amended and appearing in the October 25, 1989 Journal of Proceedings on pages 6432 -- 6438; as amended and appearing in the October 3, 1990 Journal of Proceedings on pages 21495 -- 21499; as amended and appearing in the May 22, 1991 Journal of Proceedings on pages 236 -- 240; as amended and appearing in the September 16, 1992 Journal of Proceeding on pages 20597 -- 20603; as amended and appearing in the November 5, 1993 Journal of Proceedings on pages 39915 -- 39920; as amended and appearing in the January 12, 1995 Journal of Proceedings on pages 64522 -- 64528; as amended and appearing in the June 14, 1995 Journal of Proceedings on pages 2185 -- 2192; as amended and appearing in the February 7, 1996 Journal of Proceedings on pages 15168 -- 15175; as amended and appearing in the January 14, 1997 Journal of Proceedings on pages 36939 -- 36946 (collectively, the "Zone IV Designating Ordinance"); and

WHEREAS, The City Council passed an ordinance establishing Proposed Enterprise Zone V appearing in the December 16, 1983 Journal of Proceedings on pages 3992 -- 3995; as amended and appearing in the May 13, 1987 Journal of Proceedings on pages 266 -- 268; as amended and appearing in the February 6, 1991 Journal of Proceedings on pages 29400 -- 29403; as amended and appearing in the September 11, 1991 Journal of Proceedings on pages 4628 -- 4634; as amended and appearing in the March 25, 1992 Journal of Proceedings on pages 13707 -- 13711; as amended and appearing in the September 15, 1993 Journal of Proceedings on pages 37372 -- 37375; as amended and appearing in the September 14, 1994 Journal of Proceedings on pages 55998 -- 56005; as amended and appearing in the September 13, 1995 Journal of Proceedings on pages 6564 -- 6569; as amended and appearing in the January 10, 1996 Journal of Proceedings on pages 14459 -- 14465; as amended and appearing in the March 26, 1996 Journal of Proceedings on pages 19054 -- 19059; as amended and appearing in the December 11, 1996 Journal of Proceedings on pages 35985 -- 35990 (collectively, the "Zone V Designating Ordinance");

WHEREAS, The City Council passed an ordinance establishing Proposed Enterprise Zone VI appearing in the November 24, 1986 Journal of Proceedings

on pages 37055 -- 37056; as amended and appearing in the November 5, 1993 Journal of Proceedings on pages 39921 -- 39924; as amended and appearing in the April 13, 1994 Journal of Proceedings on pages 48385 -- 48390; as amended and appearing in the December 13, 1995 Journal of Proceedings on pages 13537 -- 13542; as amended and appearing in the June 10, 1996 Journal of Proceedings on pages 22946 -- 22951 (collectively, the "Zone VI Designating Ordinance"); and

WHEREAS, Collectively, the Zone I Designating Ordinance, the Zone II Designating Ordinance, the Zone III Designating Ordinance, the Zone IV Designating Ordinance, the Zone V Designating Ordinance and the Zone VI Designating Ordinance shall be referred to hereinafter as the "Enterprise Zone Designating Ordinances"; and

WHEREAS, Pursuant to the Enterprise Zone Act, the State of Illinois (the "State") through its Department of Commerce and Community Affairs ("D.C.C.A.") has certified each of the Enterprise Zone Designating Ordinances; and

WHEREAS, Pursuant to P.A. 90-0258, effective August 11, 1997 (the "New Legislation"), the State amended certain provisions of the Enterprise Zone Act, the Property Tax Code, 35 ILCS 200, as amended, and the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code, 65 ILCS 5/11-74.4, as amended (the "T.I.F. Act"); and

WHEREAS, The New Legislation provides, in part, that if property is located in both a redevelopment project area pursuant to the T.I.F. Act (an "R.P.A.") and an enterprise zone pursuant to the Enterprise Zone Act, then an enterprise zone abatement of taxes, available pursuant to the Property Tax Code, shall not be available on the property located in the R.P.A.; and

WHEREAS, The New Legislation provides, in part, that if a municipality creates an R.P.A. after July 1, 1997, and the R.P.A. is located in an enterprise zone, the municipality must amend its certified enterprise zone designating ordinance to reflect the unavailability of the enterprise zone abatement of taxes for property located on both an R.P.A. and an enterprise zone; and

WHEREAS, The City is permitted under the Chicago Enterprise Zone Ordinance to eliminate or repeal any tax relief, regulatory relief or other benefits provided to its enterprise zones subject to the criteria and limitations stated in the Enterprise Zone Act; and

WHEREAS, The City is permitted under the Enterprise Zone Act to expand, limit or repeal tax incentives or benefits provided to its enterprise zones by amending any of its Enterprise Zone Designating Ordinances subject to the approval of the State through D.C.C.A.; 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 part of this ordinance as though fully set forth herein.

SECTION 2. Chapter 16-12 of the Municipal Code of Chicago is hereby amended by inserting the language in italics after the definition of "Proposed Enterprise Zone" and before the definition of "State" in Section 16-12-020, as follows:

"Redevelopment project area" means an area within the city that meets the criteria for a redevelopment project area set by the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code, 65 ILCS 5/11-74.4, as amended, and any rules and regulations issued by the state concerning the qualifications of an area as a redevelopment project area.

SECTION 3. Chapter 16-12 of the Municipal Code of Chicago is hereby amended by inserting the language in italics and deleting the language in brackets at the end of Section 16-12-070(a)1, as follows:

1. Any and all incentives, benefits and regulatory relief granted under the Illinois Enterprise Zone Act, to the extent stated in such act, if the enterprise zone is declared and certified an enterprise zone under such act*[;]*. *In the event that property is located in both an enterprise zone and a redevelopment project area, such property shall not be eligible for any abatement of taxes under section 18-170 of the Property Tax Code, 35 ILCS 200, as amended, for new improvements or the renovation or rehabilitation of existing improvements;*

SECTION 4. That Section 5 of each of the Enterprise Zone Designating Ordinances is hereby amended by inserting the language in italics, as follows:

Section 5. This ordinance and the zone designated hereunder shall be subject to all the provisions of the Chicago Enterprise Zone Ordinance, unless otherwise provided herein. *In the event that property located in the zone designated hereunder is also located in a redevelopment project area created by the City of Chicago pursuant to the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code, 65 ILCS 5/11-74.4, as amended, such property shall not be eligible for any abatement of taxes under section 18-170 of the Property Tax Code, 35 ILCS 200, as amended, for new improvements or the renovation or rehabilitation of existing improvements.*

SECTION 5. The amendment to each of the Enterprise Zone Designating Ordinances provided for herein shall become effective only upon the approval and certification of such amendment by the State through D.C.C.A.

SECTION 6. The Commissioner of the Department of Planning and Development ("Commissioner"), as Zone Administrator for the City of Chicago, or a designee of the Commissioner, is hereby directed to make a formal written application to D.C.C.A and to supply other information as needed to have the amendments to the Enterprise Zone Designating Ordinances approved and certified by the State through D.C.C.A.

SECTION 7. This ordinance shall be effective from and after its passage.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION TENDER NOTES FOR FUNDING OF CORPORATE FUND AND ACQUISITION OF CAPITAL EQUIPMENT.

The Committee on Finance submitted the following report:

CHICAGO, December 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 General Obligation Tender Notes for the purpose of providing funding for the corporate fund and for the acquisition of capital equipment in the amounts of $230,000,000 and $90,000,000, respectively, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Alderman Burke abstained from voting pursuant to Rule 14.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laureno, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Burke was excused from voting under 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 body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City has determined that it is desirable and in the public interest to issue notes of the City for the following purposes: (i) to provide funds to pay amounts appropriated for specific purposes by the City for the year 1998; and (ii) to finance the acquisition of necessary capital equipment to be purchased by the City; and

WHEREAS, It is necessary for the City to issue its notes for the purposes hereinafter provided, such borrowing being for a proper public purpose and in the public interest, and the City by virtue of its Constitutional home rule powers

and all laws applicable thereto, has the power to issue such notes; now, therefore,

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

SECTION 1. Finding. 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. The terms defined in the form of Trust Indenture attached hereto as Exhibit A (the "Indenture") shall, for all purposes of this ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization of Notes.

(a) For the purpose of providing monies (i) to pay amounts appropriated for specific purposes by the City for the year 1998; and (ii) to finance the acquisition of capital equipment to be purchased by the City, it is hereby declared necessary that the City authorize and issue from time to time, and the City hereby authorizes the issuance from time to time, of one or more series of General Obligation Tender Notes (each such series a "Series" and all such Series collectively the "Notes"), each such Series to be entitled to the benefit, protection and security of this ordinance and an Indenture securing the same, in an aggregate principal amount determined as provided herein, payable as to principal, purchase price and interest from the sources specified in this ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes" (together with such additional designation as may be appropriate to designate the specific Series). The Notes of each Series shall be dated, bear interest at such fixed or variable rate or rates established in accordance with the related Indenture not to exceed twelve percent (12%) per annum, mature, be subject to payment, redemption and purchase, be of the form and be secured as provided in the related Indenture.

(b) The notes may be issued for the following purposes in an aggregate principal amount not to exceed the amount set forth below opposite such purpose:

Purpose	Maximum Amount
To pay amounts appropriated for the	

year 1998 from the Corporate Fund, the Chicago Public Library (Maintenance and Operation) Fund, the Chicago Public Library (Building and Sites) Fund and the City Relief (General Assistance) Fund	$230,000,000
To finance the acquisition of capital equipment as described in Exhibit B attached hereto (including the payment of interest on the applicable Series of Notes)	$ 90,000,000

(c) Notes issued to pay amounts appropriated for the year 1998 (hereinafter referred to as the "Cash Flow Notes") shall mature no later than the earlier of (i) April 30, 2000, or (ii) twenty-four (24) months following their date of issuance. Notes issued to finance the acquisition of capital equipment (hereinafter referred to as the "Equipment Notes") shall mature in one (1) or more years not later than January 1, 2010.

(d) The Notes shall be issued at one (1) or more times in such number of separate Series as the Mayor or the Chief Financial Officer of the City shall determine.

(e) The Notes and the obligation to reimburse any Bank or Banks for the payment of drawings or advances to pay the principal or purchase price of and interest on the Notes shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources except to the extent that the City's authority to levy property taxes in any year is limited by the Chicago Property Tax Limitation Ordinance adopted by the City Council of the City on March 8, 1993, as heretofore or hereafter amended (the "Tax Limitation Ordinance"). The principal and purchase price of and interest on the Notes and such payments to any Bank shall be payable from any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes and there are hereby appropriated all such monies, revenues, receipts, income, assets or funds as may be necessary for such purposes.

(f) The City shall promptly pay or cause to be paid the principal or purchase price of and interest on each Note issued pursuant to this ordinance and each related Indenture at the place, at the time and in the manner provided in such Indenture and in the Notes to the true intent and meaning thereof.

(g) Notes shall not be issued by the City pursuant to this ordinance prior to the adoption by the City Council of the City of (i) the annual appropriation ordinance of the City for the year 1998, and (ii) ordinances providing for the levy

of taxes for corporate, library and city relief purposes for the City for the year 1998.

SECTION 4. Proceeds Of The Notes. The proceeds from the sale of the Notes shall be used as follows:

(a) the proceeds of the Cash Flow Notes shall be deposited in the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund and Chicago Public Library (Building and Sites) Fund, as designated by the Chief Financial Officer in the notification of sale to the City Council described in Section 8(b) hereof, and shall be used for the purpose of paying amounts appropriated from such respective funds for the year 1998; and

(b) the proceeds of the Equipment Notes shall be invested at the direction of the Chief Financial Officer and shall be used (i) to finance the acquisition of certain capital equipment as described in Exhibit B attached hereto, and (ii) to pay interest due and payable on the Equipment Notes, for which purposes the proceeds of the Equipment Notes (and investment income thereon) are hereby appropriated. The Budget Director of the City may authorize the use of such proceeds to acquire such equipment in smaller or larger quantities or substitute models and types of equipment as in his or her judgment the needs of the City or the price and availability of such equipment may require. Investment income earned with respect to undisbursed proceeds of the sale of Equipment Notes may be used at the discretion of the Budget Director of the City for the purpose of acquiring capital equipment, in addition to that otherwise authorized herein, or for any other valid and lawful purpose as the needs of the City may require.

SECTION 5. Tax Levy For Reimbursement Of Any Bank Or Banks For Drawings Or Advances To Pay The Cash Flow Notes Or For The Payment Of The Cash Flow Notes. Unless the Chief Financial Officer shall determine on or before the thirtieth (30th) day prior to the maturity date of the Cash Flow Notes that sufficient funds are legally available and will be used (a) to reimburse any Bank or Banks appointed pursuant to he provisions of Section 10 hereof on the maturity date of the Cash Flow Notes for any unpaid drawing or advance under a Credit Facility (as described in Section 10 hereof) issued by such Bank or Banks to pay the principal or purchase price of and interest on the Cash Flow Notes, or (b) to pay the principal or purchase price of and interest on the Cash Flow Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and a certified copy thereof mailed to such Bank or Banks, on or before the maturity date of the Cash Flow Notes, such ordinance to levy to the extent permitted under the Tax Limitation Ordinance (unless

repealed or superseded) an amount sufficient to reimburse the Bank or Banks pursuant to the terms of the related Credit Agreement (as described in Section 10 hereof) on or before a date twelve (12) months following such maturity date, or to pay the principal or purchase price of and interest on the Cash Flow Notes. If such reimbursement obligation or payment of the principal or purchase price of and interest on the Cash Flow Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Note Fund established under the Indenture securing such Cash Flow Notes with respect to which such taxes were so levied.

SECTION 6. Direct Annual Tax For Reimbursement Of Any Bank Or Banks For Drawings Or Advances To Pay The Equipment Notes Or For The Payment Of The Equipment Notes.

(a) For the purpose of providing funds to (i) reimburse any Bank or Banks appointed pursuant to the provisions of Section 10 hereof for any unpaid drawing or advance under a Credit Facility issued by such Bank or Banks to pay the principal or purchase price of and interest on the Equipment Notes, or (ii) pay the principal or purchase price of and interest on the Equipment Notes, and, in addition, to pay credit facility fees, remarketing agent fees, costs of issuance, note insurance premiums, if any, and other administrative expenses relating to the Equipment Notes, there is hereby levied and there shall be collected the following direct aggregate annual tax upon the taxable property in the City:

For the Year	A Tax Sufficient to Produce the Sum of
1998	$5,120,000
1999	8,100,000
2000	15,100,000
2001	14,470,000
2002	13,840,000
2003	13,210,000
2004	13,580,000

For the Year	A Tax Sufficient to Produce the Sum of

2005	14,860,000
2006	15,960,000
2007	18,880,000
2008	17,440,000

(b) The City Treasurer is hereby ordered and directed to deposit the proceeds of the taxes levied pursuant to this Section 6 into the Note Fund established under the applicable Indenture securing Equipment Notes with respect to which such taxes are so levied.

(c) If the tax receipts derived from any annual tax levy provided for in this Section 6 are in excess of the amount required for the purposes specified in Section 6(a) hereof, then all or any portion of such excess may be abated pursuant to Section 6(d) hereof or, at the direction of the Chief Financial Officer expressed in a certificate filed with the City Clerk and directed to the City Council, may be expended for the acquisition of additional equipment for use by the various departments of the City of such types and in such quantities as the Budget Director of the City shall determine based on the needs of the City, for which purpose such tax receipts are hereby appropriated.

(d) In the event that such tax receipts are not required for the purposes specified in Section 6(a) hereof and, in addition, such tax receipts are not expended as provided in Section 6(c) hereof, the Chief Financial Officer shall file a certificate of tax abatement in the respective offices of the County Clerks. The certificate of tax abatement shall indicate the amount of taxes levied pursuant to Section 6(a) hereof, the amount of reduction to be abated from such taxes, and shall further indicate the remainder of such taxes that are to be extended for collection by said County Clerks.

SECTION 7. Sale And Delivery Of The Notes.

(a) The Cash Flow Notes shall be sold and delivered to a group of underwriters represented by PaineWebber Incorporated and selected by the Chief Financial Officer, subject to the terms and conditions of one (1) or more contracts of purchase related thereto. The Equipment Notes shall be sold and delivered to a group of underwriters represented by PaineWebber Incorporated and selected by the Chief Financial Officer, subject to the terms and conditions of one (1) or more contracts of purchase related thereto. The Mayor or the Chief Financial Officer is hereby authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, such contracts of purchase in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and

provisions of the Notes of each Series and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the underwriters in connection with any sale of Notes shall not exceed seventy-five one-hundredths of one percent (.75%) of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or the Chief Financial Officer is authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture related thereto and to deliver any certificates required of the City in connection with such separate sale.

(b) Subsequent to the sale of any Notes, the Chief Financial Officer shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold of each Series and the maturity dates thereof, (ii) the initial interest rate determination method or methods for such Notes, the maximum length of any Short-Term Intermediate Rate Period and the initial interest rates determined within each such interest rate determination method, (iii) the compensation paid to the underwriters in connection with such sale and (iv) with respect to any sale of Cash Flow Notes, the principal amounts of such Cash Flow Notes that were sold for each of the respective funds set forth in Section 3(b) hereof. An executed copy of each Indenture providing for the issuance of the Notes which are the subject of such notification of sale shall be attached thereto.

(c) In connection with any sale of Notes, the Mayor or the Chief Financial Officer is hereby authorized to execute and deliver, and the underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to describe accurately the current condition of the City and the parties to the financing.

(d) The Notes of any Series may be issued in either certificated or book-entry form as determined by the Chief Financial Officer. In connection with the issuance of any Series of Notes issued in book-entry form, the Chief Financial Officer is authorized to execute and deliver a representation letter to the book-entry depository.

SECTION 8. Appointment Of Trustee; Authorization Of Indenture. The Chief Financial Officer is hereby authorized to appoint the Trustee under each Indenture for the purposes and upon the express terms and conditions set forth in the Indenture. The acceptance of the Trustee shall be evidenced by its execution of an Indenture. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver an Indenture in connection with the issuance of each Series of Notes, under the seal of the City, affixed and attested by the City Clerk, each such Indenture to be in substantially the form of Exhibit A attached hereto, but with such revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of any such Series of Notes, including any changes necessary to reflect the terms and provisions of any Credit Facility (as described in Section 10 hereof).

SECTION 9. Remarketing Agent. The Chief Financial Officer is hereby authorized to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes or any Series of Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed twenty-five one-hundredths of one percent (.25%) of the average principal amount of Notes covered by such Remarketing Agreement and outstanding during such annual period.

SECTION 10. The Bank Or Banks. The Chief Financial Officer is hereby authorized to obtain a letter of credit, line of credit or other facility (a "Credit Facility") for any Series of Notes if determined by the Chief Financial Officer to be desirable in connection with the marketing and remarketing of the Notes of such Series. The Chief Financial Officer is hereby further authorized to (a) appoint one (1) or more Bank or Banks to issue such Credit Facility; (b) execute and deliver a credit agreement (a "Credit Agreement") relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of such Notes; and (c) execute and deliver a credit facility note (a "Credit Facility Note") in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of such Notes and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Notes. The annual fee paid to any Bank or Banks for the provision of a Credit Facility shall not exceed seventy-five one-hundredths of one percent (.75%) of the amount available to be drawn or advanced under such Credit Facility. Nothing contained herein shall limit or restrict the Chief Financial Officer's ability to appoint separate Banks to issue separate Credit Facilities in connection with the issuance of separate Series of Notes or to appoint more than one (1) Bank to issue a single Credit Facility.

Any Credit Facility Note shall be a direct and general obligation of the City for

the payment of which, both principal and interest, the City pledges its full faith, credit and resources except to the extent that the City's authority to levy property taxes in any year is limited by the Tax Limitation Ordinance (unless repealed or superseded). Each Credit Facility Note shall be payable, both principal and interest, from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose and there are hereby appropriated all such monies, revenues, receipts, income, assets or funds as may be necessary for such purposes. Any Credit Facility Note shall bear interest at a rate not exceeding fifteen percent (15%) per annum.

SECTION 11. Interest Rate Agreement. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one (1) or more agreements with counterparties selected by the Chief Financial Officer, the purpose of which is to reduce the City's interest cost with respect to one (1) or more Series of Notes or to reduce the City's exposure to fluctuations in the interest rate or rates payable on such obligations or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of Notes issued hereunder (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such agreement shall constitute operating expenses of the City payable from any monies, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 11 shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

SECTION 12. Note Insurance. The Chief Financial Officer is hereby authorized to obtain a policy of note insurance if it is determined by him or her to be desirable in connection with the marketing and remarketing of any Series of Notes.

SECTION 13. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse each Bank or Banks appointed pursuant to the provisions of

Section 10 hereof at the times and in the amounts as provided in the related Credit Agreement, (b) pay the principal or purchase price of and interest on the Notes, and (c) pay the fees and expenses of the Trustee in a timely manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section 13, but, if for any such year it fails to do so, this ordinance shall constitute a continuing appropriation of such amounts without any further action on the part of this City Council.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Notes or any related Credit Agreement, then the Chief Financial Officer and the Treasurer of the City are hereby directed to make such payments in accordance with the Notes of such Credit Agreement from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of the taxes and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Notes, the Credit Agreement and the related Credit Facility Note as the same become due.

SECTION 14. Filing Of Ordinance. A copy of this ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks and such filings shall constitute the authority for extending, and it shall be the duty of said County Clerks to extend, the taxes levied pursuant to Section 6 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

SECTION 15. Additional Authorizations. The Mayor, the Chief Financial Officer, the City Treasurer and the City Clerk are hereby authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with each Series of Notes, including, but not limited to, the exercise following the delivery date of any Series of Notes of any power or authority delegated to such official of the City under this ordinance with respect to such Series of Notes upon the initial issuance thereof, including but not limited to the provision of any Alternate Letter of Credit (as defined in the Indenture), but subject to any limitations on or restrictions of such power or authority as herein set forth. The Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15(c)2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further

authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Note to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking. Notwithstanding any provision of the Municipal Code of Chicago, investments acquired with proceeds of the Notes or investment income thereon may mature within two (2) years from the date of acquisition.

SECTION 16. Designation Of Another To Affix Signature. The seal of the City or a facsimile of the seal shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The use of such facsimile signatures to execute the Notes are authorized by this ordinance, and such facsimile signatures are hereby adopted as the respective manual signatures of such officers, without further action on the part of such officers. The Mayor, the City Clerk and the Chief Financial Officer may each designate another person to act as their respective proxy and to affix their respective signature to the Notes, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor, the City Clerk or the Chief Financial Officer pursuant to this ordinance, and in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the City Clerk and the Chief Financial Officer, respectively. A written signature of the Mayor, the City Clerk or of the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Clerk is placed on an instrument, certificate or document at the direction of the City Clerk in the specified manner, the same, in all respects, shall be binding on the City as if signed by the City Clerk in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the City as if signed by the Chief Financial Officer in person.

SECTION 17. Defeasance.

(a) The Notes shall be subject to defeasance as provided in the related Indenture.

(b) Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities, as provided in the related Indenture, from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any defeased Notes as provided in and subject to the conditions set forth in the related Indenture. Amounts held by the Trustee or an escrow trustee in excess of the amounts needed so to provide for payment of the defeased Notes may be subject to withdrawal by the City. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one (1) or more agreements with counterparties selected by the Chief Financial Officer, with respect to the investment and use of such excess amounts held by the Trustee or escrow trustee.

SECTION 18. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling; provided, however, that nothing contained in this ordinance shall amend, limit or repeal the Tax Limitation Ordinance. 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 19. Publication. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least twenty-five (25) copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 20. Effective Date. This ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

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

Exhibit "A".

Form Of Trust Indenture.

City Of Chicago

To

_____

As Trustee

_____

Trust Indenture

Dated As Of _____, 1998

_____

Securing

City Of Chicago

General Obligation Tender [Equipment] Notes

Series 1998.

This Trust Indenture dated as of _____, 1998, from the City of Chicago (the "City "), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, located in Cook and DuPage Counties, Illinois, to _____, a national banking association, having its principal corporate trust office in the City of Chicago, Illinois, as trustee (said association, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee");

Witnesseth:

Whereas, By virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on ____ _____, 1997, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

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

Whereas, In order to provide the funds needed to pay amounts appropriated for [Corporate Fund, Chicago Public Library Fund (Maintenance and Operation), Chicago Public Library Fund (Building and Sites) and City Relief Fund (General Assistance) purposes for the year 1998] [finance the acquisition of necessary capital equipment of the City], the City has duly authorized the issuance and sale of its General Obligation Tender [Equipment] Notes, Series 1998 (the "Series 1998 Notes"); and

Whereas, In furtherance thereof, the City, _____ (the "Remarketing Agent") and the Trustee have entered into a Remarketing Agreement, dated as of _____, 1998 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, The Notes are to be entitled to the benefits of an irrevocable Letter of Credit (the "Letter of Credit") issued to the Trustee by _____ (the "Bank"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement dated as of _____, 1998 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, The execution and delivery of the Notes and of this Indenture have in all respects been duly authorized and all things necessary to make such Notes, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done;

Now, Therefore, This Indenture Witnesseth, That to secure all Notes issued and Outstanding under this Indenture, the payment of the principal of or purchase or redemption price thereof and interest thereon, the rights of the Noteholders and the performance and observance of all of the covenants contained in the Notes and herein, and for and in consideration of the mutual covenants herein

contained and of the purchase and acceptance of the Notes by the Noteholders, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns forever, and grant to the Trustee, its successors in trust and its assigns forever a security interest in any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

This Trust Indenture Further Witnesseth, That to provide for the security of the obligations of the City arising under the Reimbursement Agreement, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns, for the benefit of the Bank, a security interest in any monies, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

To Have And To Hold, The same and any other revenues, property, contracts or contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

In Trust Nevertheless, First, for the equal and ratable benefit and security of all present and future holders of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note and thereafter for the benefit of the Bank.

Provided, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II 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, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of monies due or to become due to it in accordance with the terms and provisions hereof to the extent provided herein and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect.

Article I.

Definitions.

Section 1.01 Definitions.

The terms defined in this section shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" means an irrevocable letter of credit delivered in accordance with Section 5.04 hereof.

"Authorized Denominations" means (a) while the notes bear interest at a weekly rate or a short-term intermediate rate, One Hundred Thousand Dollars ($100,000) or any integral multiple thereof provided that a single note may be issued in a greater amount, and (b) while the notes bear interest at a fixed rate, Five Thousand Dollars ($5,000) or any integral multiple thereof.

"Bank" means_____, in its capacity as issuer of the letter of credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 5.04 hereof, "Bank" shall mean the issuer of any Alternate Letter of Credit in its capacity as issuer of such Alternate Letter of Credit, its successors in such capacity and its assigns.

"Beneficial Owner" means the owner of a beneficial interest in notes registered in the name of Cede & Co., as nominee of The Depository Trust Company (or a successor securities depository or nominee therefor).

"Bond Counsel" means one (1) or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the city.

"Business Day" means any day of the year on which banks located in the city, or cities, respectively, in which are located the principal offices of the Trustee, the remarketing agent and the Bank are not required or authorized to remain closed and on which the New York Stock Exchange, Inc. is not closed.

"Chief Financial Officer" means the chief financial officer of the city appointed by the Mayor, or the City Comptroller of the city at any time a vacancy exists in the office of the chief financial officer.

"City" means the city of Chicago.

"City Council" means the governing body of the City as from time to time

constituted.

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

"Custody Account" means the account established on behalf of the Bank pursuant to Section 3.08 hereof.

"D.T.C.," means The Depository Trust Company, New York, New York, or any successor securities depository.

"Determination Date" means the date a fixed rate on the notes is established pursuant to Section 2.02(c)(i) hereof.

"Event of Default" means any of the events described in Section 7.01(a) hereof.

"Fixed Rate" means, with respect to any note, the interest rate on such note set in accordance with Section 2.02(c) hereof.

"Fixed Rate Period" means the fixed rate period as defined in Section 2.02(c)(ii) hereof.

"Government Obligations" means direct obligations of the United States of America.

"Indenture" means this trust indenture as amended or supplemented in accordance with the terms hereof.

"Interest Payment Date" is defined in the form of note attached hereto as (Sub) Exhibit A.

"Interest Period" is defined in the form of note attached hereto as (Sub) Exhibit A.

"Interest Rate" means the rate or rates established from time to time for the notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time in accordance with Section 2.02 hereof.

"Letter of Credit" means the irrevocable letter of credit issued by the Bank upon the original issuance of the notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.04 hereof, "Letter of Credit" means such Alternate Letter of Credit.

"Letter of Credit Fund" means the fund created by Section 5.02 hereof.

"Letter of Credit Note" means a note of the City issued pursuant to the reimbursement agreement.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other notionally recognized securities rating agency designated by the City in its place by notice to the trustee, the remarketing agent and the Bank.

"Notes" means the notes issued pursuant to this Indenture, as more fully described in Article II hereof.

"Note Fund" means the fund created by Section 5.01 hereof.

"Noteholder", "Owner" or "holder" means the person in whose name any note is registered on the registration books of the City kept by the trustee.

"Note Ordinance" means the ordinance duly adopted by the City Council of the City on _____, 1997, authorizing the issuance, sale and delivery of the Notes.

"Notice by Mail" means a written notice mailed by first class mail to Noteholders at their addresses as shown on the registration books kept pursuant to Section 2.09 hereof.

Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding", when used in reference to the Notes, means, at any particular date, the aggregate of all Notes authenticated and delivered under this Indenture except:

(a) Notes cancelled at or prior to such date or delivered to or acquired by the trustee at or prior to such date for cancellation;

(b) matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the trustee;

(c) Notes purchased by the City for cancellation pursuant to Section 4.02 hereof; and

(d) Notes in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Indenture.

"Permitted Investments" means any of the following obligations or securities permitted under Illinois law:

(a) interest-bearinggeneral obligations of the United states, the State or the City;

(b) United States treasury bills and other non-interest bearing general obligations of the United States when offered for sale in the open market at a price below the face value of same, so as to afford the City a return on such investment in lieu of interest;

(c) short-term discount obligations of the United States government or United States government agencies;

(d) certificates of deposit of national banks or banks located within the City which are either (i) fully collateralized at least one hundred ten percent (110%) by marketable United States government securities marked to market at least monthly, or (ii) secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment;

(e) banker's acceptances of banks and commercial paper of banks whose senior obligations are rated in the top two (2) rating categories by two (2) national rating agencies and maintaining such rating during the term of such investment;

(f) tax-exempt securities exempt from federal arbitrage provisions applicable to investment of proceeds of the City's tax-exempt debt obligations;

(g) domestic money market mutual funds regulated by and in good standing with the Securities and Exchange Commission;

(h) any other suitable investment instrument permitted by state laws governing municipal investments generally, subject to the reasonable exercise of prudence in making investment of public funds; and

(i) any other obligation or security permitted under the reimbursement agreement.

All securities so purchased excepting tax anticipation warrants, shall show on their face that they are fully payable as to principal and interest, where applicable, if any, within two (2) years from the date of purchase.

"Pledged Notes" means Notes held to the credit of the Custody Account pursuant to Section 3.08 hereof.

"Principal Office" means (i) with respect to the Bank, its principal office in _____, (ii) with respect to the trustee, its principal office in Chicago, Illinois, and (iii) with respect to the remarketing agent, the address supplied in writing by the remarketing agent to the City, the trustee and the Bank.

"Rating Agency" means Moody's or S. & P.

"Record Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Reimbursement Agreement" means an agreement between the City and the Bank, pursuant to which the Letter of Credit is issued by the Bank and delivered to the trustee, and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" means the remarketing agent, appointed by the City in accordance with Section 8.18 hereof.

"Remarketing Agreement" means the agreement among the City, the Remarketing Agent and the trustee entered into pursuant to Section 8.18 hereof, and any and all modifications, alterations, amendments and supplements thereto.

"Short-Term Intermediate Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(b) hereof.

"Short-Term Intermediate Rate Period" means with respect to any Note, the period (which may be from one (1) day to three hundred sixty-six (366) days determined as provided in Section 2.02(b) hereof.

"Short-Term Rate" means a weekly rate or a Short-Term Intermediate Rate.

"State" means the state of Illinois.

"S. & P." means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., its successors and their assigns, and, if such division shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized

securities rating agency designated by the City in its place by notice to the trustee, the Remarketing Agent and the Bank.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms hereof.

"Tax Limitation Ordinance" means the ordinance adopted by the City Council of the City on March 8, 1993, and entitled "Chicago Property Tax Limitation Ordinance", as heretofore or hereafter amended.

"Treasurer" means the duly acting treasurer of the City.

"Trustee" means _____, as trustee under this Indenture, and its successors and assigns.

"Weekly Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(a) hereof.

Section 1.02 Construction.

This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

(b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.

(d) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(e) Unless otherwise expressly provided, all times specified herein shall mean New York City time.

(f) The words "hereof", "herein", "hereto", "hereby" and "hereunder" (except in the form of the Note), refer to the entire Indenture.

Article II.

The Notes.

Section 2.01 Authorization Of Notes.

(a) Upon the execution and delivery of this Indenture, the City shall execute the Notes and deliver them to the Trustee for authentication. At the direction of the City, the Trustee shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated "City of Chicago General Obligation Tender [Equipment] Notes, Series 1998." The Notes shall be dated as provided in Section 2.05(e) hereof.

(b) The Notes shall be issued in the aggregate principal amount of $_____, shall bear interest at the rate or rates established hereunder (not to exceed twelve percent (12%) per annum), shall mature on _____, and shall be subject to redemption and optional and mandatory tender as herein provided, for the purpose of providing funds to pay amounts appropriated for [Corporate Fund and Chicago Public Library (Maintenance and Operation) Fund, Chicago Public Library (Building and Sites) Fund and City Relief (General Assistance) Fund purposes] for the year 1998.

(c) The total aggregate principal amount of Notes that may be issued under this Indenture is expressly limited to that authorized by Section 2.01(b) hereof.

(d) Distinct portions of the aggregate principal amount of the Notes (a "Sub-series") may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one (1) or more other distinct portions of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate, and, in addition, distinct Sub-series of the Notes may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods; provided, however, that (i) each Sub-series shall not be less than Ten Million Dollars ($10,000,000) in principal amount and (ii) the aggregate principal amount of all such Sub-series of Notes shall equal the aggregate principal amount of Outstanding Notes.

Section 2.02 Interest Rate Determination Methods For The Notes.

The Notes (or Sub-series, if applicable) shall bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate determined by the Chief Financial Officer in accordance with the provisions of this Indenture. The determination of the Interest Rates on the Notes as provided in this Indenture shall be conclusive and binding upon the Noteholders. Commencing upon the delivery date of the Notes, the Notes shall bear interest at a Short-Term Intermediate Rate

unless and until the Interest Rate Determination Method for the Notes is changed to a different Interest Rate Determination Method in accordance with this Indenture.

(a) Weekly Rate.

(i) Determination of Weekly Rate. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, the Chief Financial Officer shall determine a Weekly Rate on Tuesday of each calendar week (if Tuesday is not a Business Day, then Monday; if Monday and Tuesday are not Business Days, then Wednesday whether or not a Business Day). Each Weekly Rate shall be the rate necessary (as determined by the Chief Financial Officer) for the Remarketing Agent to sell such Notes on the day the rate is set at one hundred percent (100%) of the principal amount of such Notes plus accrued interest, if any.

(ii) Duration of Weekly Rate. Each Weekly Rate determined by the Chief Financial Officer shall be in effect from and including Wednesday of each week to and including the following Tuesday, whether or not such days are Business Days.

(iii) Notice of Weekly Rate. The Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Weekly Rate to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the day each Weekly Rate is determined.

(iv) Weekly Rate Invalid or Unenforceable. If for any reason the Chief Financial Officer does not set a Weekly Rate while the Notes (or Sub-series, if applicable) bear interest at a Weekly Rate, or a court holds that a Weekly Rate is invalid or unenforceable, then the Weekly Rate in effect for the immediately preceding week shall remain in effect.

(b) Short-Term Intermediate Rate.

(i) Determination of Short-Term Intermediate Rate. When interest on the Notes (or Sub-series if applicable) is payable at a Short-Term Intermediate Rate, the Chief Financial Officer shall establish the Short-Term Intermediate Rate for such Notes on the first Business Day of each Short-Term Intermediate Rate Period. Each Short-Term Intermediate Rate shall be the rate necessary (as determined by the Chief Financial Officer) for the Remarketing Agent to sell such Notes on the date such rate is set at one hundred percent (100%) of the principal amount of such Notes plus accrued interest, if any.

(ii) Determination of Short-Term Intermediate Rate Period. Each Short-Term

Intermediate Rate Period shall be determined by the Chief Financial Officer (which may be from one (1) to three hundred sixty-six (366) days) based upon the Chief Financial Officer's judgment that the length of the Short-Term Intermediate Rate Period will be beneficial to the City. Interest on the Notes (or Sub-series thereof, if applicable) bearing interest at a Short-Term Intermediate Rate will accrue from the first day of the applicable Short-Term Intermediate Rate Period to and including the last day of such Period. Notwithstanding the foregoing, (x) the day following the last day of any Short-Term Intermediate Rate Period shall be a Business Day or the maturity date of the Notes, and (y) if the Chief Financial Officer has previously determined that the Notes (or Sub-series thereof, if applicable) are to bear interest at a rate other than the Short-Term Intermediate Rate effective as of a future date, no new Short-Term Intermediate Rate Period shall be established for such Notes unless the last day of such Short-Term Intermediate Rate Period occurs before the effective date of the change to such other rate.

(iii) Notice of Short-Term Intermediate Rate and Short-Term Intermediate Rate Period. The Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Short-Term Intermediate Rate and Short-Term Intermediate Rate Period to the Trustee, the Remarketing Agent and the Bank not later than 11:00 A.M., New York City time, on the date such rate and period are determined.

(iv) Short-Term Intermediate Rate or Short-Term Intermediate Rate Period Invalid Or Unenforceable. If for any reason the Chief Financial Officer does not set a Short-Term Intermediate Rate or the duration of a Short-Term Intermediate Rate Period while the Notes (or Sub-series, if applicable) bear interest at a Short-Term Intermediate Rate, or a court holds that a Short-Term Intermediate Rate or the duration of any Short-Term Intermediate Rate Period is invalid or unenforceable, then a thirty (30) day Short-Term Intermediate Rate Period for such Notes will follow, and the Short-Term Intermediate Rate for such Notes for such Short-Term Intermediate Rate Period shall be that annual rate of interest equal to eighty-five percent (85%) of the interest rate applicable to 90-Day United States Treasury Bills determined on the basis of the average per annum discount rate at which such 90-Day United States Treasury Bills shall have been sold at the most recent Treasury auction within the preceding thirty (30) days.

(c) Fixed Rate.

(i) Determination of Fixed Rate. If the interest rate on the Notes (or Sub-series, if applicable) is initially established as a Fixed Rate, the interest rate on such Notes shall be established by the Chief Financial Officer no later than the date the Notes are initially issued. If the interest rate on the Notes (or Sub-

series, if applicable) is changed to a Fixed Rate pursuant to Section 2.03 hereof, the Chief Financial Officer shall establish the Fixed Rate for such Notes not less than seven (7) nor more than fifteen (15) days before the effective date of such Fixed Rate. The Fixed Rate shall be the rate necessary (as determined by the Chief Financial Officer on the date such rate is established) for the City to sell the Notes on the date such rate is set at one hundred percent (100%) of the principal amount thereof plus accrued interest, if any.

(ii) Fixed Rate Period. The Fixed Rate shall remain in effect from its effective date to the maturity date of the Notes (the "Fixed Rate Period").

(iii) Notice of Fixed Rate. If the interest rate on any Notes is changed to a Fixed Rate pursuant to Section 2.03 hereof, the Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of such Fixed Rate to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the date the Fixed Rate is determined.

(iv) Conditions to Fixed Rate Not Satisfied. If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for the Notes (or Sub-series, if applicable) pursuant to Section 2.03 hereof shall not have been satisfied on the effective day of the proposed Fixed Rate Period, such change shall not be effective, and the Notes shall bear interest at a Weekly Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly established for such Notes hereunder.

Section 2.03 Change In Interest Rate Determination Method.

(a) Change Directed by the City. The City may, acting through the Chief Financial Officer, change the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) by notifying the Trustee, the Bank and the Remarketing Agent at least sixteen (16) days prior to the proposed effective date of such change. Such notice shall contain (i) the effective date of such new Interest Determination Method (which effective date must be a current Interest Payment Date for the Notes, and if the Notes currently bear interest at a Short-Term Intermediate Rate, the effective date of any new Interest Rate Determination Method may not be earlier than the end of any effective Short-Term Intermediate Rate Period), (ii) the new Interest Rate Determination Method, and (iii) if the change is to a Fixed Rate. The Determination Date. If the change is to a Fixed Rate, the notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the state of this Indenture and will not adversely affect the exclusion of interest on the Notes from the gross income of the owner thereof for federal income tax purposes under the Code. If the Chief Financial Officer's notice complies with this

paragraph, interest on such Notes will become payable on the basis of the new Interest Rate Determination Method on the effective date specified in the notice unless and until the Interest Rate Determination Method is changed as provided in this section.

(b) Change Directed by the Remarketing Agent. If directed to do so by the Chief Financial Officer, the Remarketing Agent shall consider whether the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) should be changed to a different Short-Term because in the Remarketing Agent's judgment, conversion to a different Short-Term Rate will be beneficial to the market for, or the relative yield of, such Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Trustee, the City and the Bank and will specify the effective date of the change, which effective date must be a current Interest Payment Date for the Notes and shall not be before the end of any effective Short-Term Intermediate Rate Period for such Notes. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short-Term Rate will be "beneficial to the market for, or relative yield of, the Notes" shall be based upon (i) the performance of such Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short-Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Notes, or (ii) any fact or circumstance relating to such Notes or affecting the market for such Notes or affecting such other comparable securities in a manner which in the judgement of the Remarketing Agent will affect the market for such Notes, which in any event leads the Remarketing Agent to conclude that such Notes should bear interest at the Short-Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgement. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, such Notes shall bear interest at the Short-Term Rate specified in such notice.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the Trustee, the City, the Bank or to any other person with respect to any determination that the Notes (or Sub-series, if applicable) will or will not bear interest at the current or any other Short-Term Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(c) Limitations on Changes in Interest Rate Determination Method. Any change

in the method of determining interest on the Notes (or Sub-series, if applicable) pursuant to either Section 2.03(a) or (b) above must comply withthe following:

(i) if a Short-Term Intermediate Rate is then in effect, the effective date of any change must be the day following the last day of the Short-Term Immediate Rate Period of all Notes or applicable Sub-series;

(ii) if a Weekly Rate is then in effect, the effective date of any change must be the first (1st) Business Day of a month; and

(iii) no change shall be made in the Interest Rate Determination Method if the Trustee shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) has been withdrawn. If the Trustee shall have sent any notice to the Noteholders regarding a chance in Interest Rate Determination Method under Section (2.03)(d), then in the event of such withdrawal of opinion, the Trustee shall promptly notify all Noteholders of such withdrawal.

(d) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the Interest Rate Determination Method is to be made as to the Notices (or Sub-series, if applicable), the Trustee will notify the Owners of such Notes by Notice by Mail at least fourteen (14) but not more than sixty (60) days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Council if required by Section 2.03(a). This notice will state:

(i) that the Interest Rate Determination Method will be changed and what the new method will be;

(ii) the effective date of the new Interest Rate Determination Method;

(iii) a description of the new Interest Rate Determination Method, including a statement that the Remarketing Agent will provide each new rate (and Short-Term Intermediate Rate Period when applicable) upon request;

(iv) the applicable Interest Payment Dates and Record Dates;

(v) whether Owners of such Notes have a right to tender their Notes while such Notes bear interest at the new Interest Rate Determination Method; and

(vi) that such Notes will be subject to mandatory tender for purchase on the effective date of the change.

In addition, if the change is to a Fixed Rate, the notice will state:

(i) the Determination Date;

(ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;

(iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes;

(iv) any ratings assigned the Notes by the Rating Agencies effective on the change;

(v) that during the Fixed Rate Period, there will be no right to tender the Notes;

(vi) that the Notes are not subject to redemption at the option of the City during the Fixed Rate Period; and

(vii) that during the Fixed Rate Period Notes will be issued in denominations of Five Thousand Dollars ($5,000) or integral multiples thereof.

In addition, if the change is to a Short-Term Intermediate Rate, the notice will state:

(i) that during the Short-Term Intermediate Rate Period there will be no right to tender such Notes at the option of the Owner thereof;

(ii) that such Notes are not subject to redemption at the option of the City during the Short-Term Intermediate Rate Period; and

(iii) that on the first (1st) Business Day following the last day of each Short-Term Intermediate Rate Period for such Notes, each such Note will be subject to mandatory tender for purchase without further notice.

Section 2.04 Calculation Of Interest Due On Notes.

The Trustee will calculate the amount of interest payable on the Notes from the Interest Rates supplied to the Trustee by the person setting them and will confirm such amounts when calculated with the Remarketing Agent. The Trustee will confirm any Interest Rate by telephone or in writing to any Noteholder who requests it in writing. The calculation of the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

Section 2.05 Form, Payment And Dating Of Notes; Authorized Denominations.

(a) The Notes and the certificate of authentication to be executed on the Notes by the Trustee are to be in substantially the form thereof set forth in (Sub)Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The Notes shall be issuable only as fully registered Notes in Authorized Denominations. Notes shall be numbered from one (1) consecutively upwards and shall contain an appropriate prefix to such numbers to identify such Notes.

(c) The principal or redemption price of each Note shall be payable upon surrender of such Note at the Principal Office of the Trustee. Payments of principal or redemption price of the Notes shall be payable in immediately available funds except as provided in paragraph (d)(iv) below. Such payments shall be made to the Owner of the Note so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each Note shall bear interest and be payable as to interest as follows:

(i) Each Note shall bear interest (at the applicable rate determined pursuant to Article II hereof) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or from the last preceding Interest Payment Date to which interest has been paid (or the date of original issuance of the Notes if no interest thereon has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Note on any Interest Payment Date shall be paid to the Noteholder of such Note as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a three hundred sixty-five (365) or three hundred sixty-six (366) day year as applicable for the number of days actually elapsed while the Notes bear interest at a Weekly Rate or a Short-Term Intermediate Rate, and on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months while the Notes bear interest at a Fixed Rate.

(iii) If the available funds under this Indenture or the Letter of Credit are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to the Notes. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Noteholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each Noteholder at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special

interest payment date. The overdue interest shall be paid on the special interest payment date to the Noteholders, as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on the Notes shall be paid to persons entitled thereto pursuant to Section 2.05(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (x) upon instructions to the Trustee from such persons entitled to payment in immediately available funds (by federal funds check or by deposit to the account of the Owner of Notes if such Owner maintains an account with the Trustee or, upon request of any Owner of Notes in the principal amount of One Million Dollars ($1,000,000) or more, by federal funds wire) on the Interest Payment Date according to such instructions, or (y) if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled thereto at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(v) The payment of the purchase price of Notes tendered pursuant to Section 3.01 or 3.02 shall be made in immediately available funds to the tendering Noteholder in the same manner as interest on Notes pursuant to subparagraph (iv) above.

(e) All Notes will be dated the date of their original issuance.

(f) Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

Section 2.06 Execution Of Notes.

Each of the Notes shall be signed and executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the manual or facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

Section 2.07 Delivery And Registration.

No Note shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in (Sub)Exhibit A hereto, executed by the Trustee by manual signature, and such certificate upon any such Note shall be conclusive evidence that such Note has been duly authenticated, registered and delivered.

Section 2.08 Lost, Destroyed, Improperly Canceled Or Undelivered Notes.

If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly canceled, the Trustee may authenticate a new note of like series, date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification satisfactory to the City, the Trustee and the Bank. In the event any lost, destroyed or improperly canceled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnification satisfactory to the City, the Trustee and the Bank. Upon the issuance of any substitute Note, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Trustee may charge the Noteholder reasonable fees and expenses in connection with any transaction described in this Section 2.08, except for improper cancellation by the Trustee.

If the City elects to purchase for cancellation any Note tendered for purchase, as provided in Section 4.02(a) and funds are deposited with the Trustee sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder 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 Note and the Trustee shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

Section 2.09 Transfer, Registration And Exchange Of Notes.

The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City.

The transfer of any Note shall be registered upon the books of the Trustee at the written request of the Noteholder or its attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Noteholder or

its duly authorized attorney.

The City, the Trustee and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note, upon surrender thereof at the Principal Office of the Trustee may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Note or Notes of any Authorized Denomination of the same series and bearing interest pursuant to the same Interest Rate Determination Method as the Note being surrendered.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Trustee shall authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for such Notes, the Trustee shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any redemption of Notes nor shall the Trustee be required to make any exchange or registration of transfer of any Notes called for redemption.

Section 2.10 Temporary Notes.

Pending the preparation of definitive Notes, the City may execute and the Trustee shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any Authorized Denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary

Notes a like aggregate principal amount of definitive Notes of Authorized Denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.11 Cancellation Of Notes.

All Notes which shall have been surrendered to the Trustee for payment or redemption, and all Notes which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be cancelled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City, the Bank and the Remarketing Agent, a certificate evidencing any such cancellation and specifying such Notes by number.

Section 2.12 Book-Entry Provisions.

(a) Except as provided in paragraph (c) below, the Noteholder of all of the Notes shall be The Depository Trust Company ("D.T.C."), and the Notes shall be registered in the name of Cede & Co., as nominee for D.T.C.. Payment of interest for any Note registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the Notes at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee, the Remarketing Agent and the City may treat D.T.C. (or its nominee) as the sole and exclusive Noteholder of the Notes registered in its name for the purposes of payment of the principal of or interest on, or redemption or purchase price of, the Notes, selecting the Notes or portions thereof to be redeemed or purchased giving any notice permitted or required to be given to Noteholders under this Indenture, registering the transfer of Notes, obtaining any consent or other action to be taken by Noteholders and for all other purposes whatsoever; and neither the Trustee, the Remarketing Agent nor the City shall be affected by any notice to the contrary. Except as otherwise provided in paragraph (c) below, no Beneficial Owner shall receive an authenticated Note. Upon delivery by D.T.C. to the Trustee of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Notes, the words "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C..

(c) In the event the Noteholder of all the Notes shall be D.T.C. and the City determines to discontinue D.T.C.'s book-entry system, the City may notify D.T.C., the Trustee, the Bank and the Remarketing Agent, whereupon D.T.C. will notify its participating organizations (the "Participants") of the availability through D.T.C. of certificated Notes. In such event, the Trustee shall issue, transfer and exchange Note certificates as

requested by D.T.C. in appropriate amounts in accordance with the provisions of this Indenture. D.T.C. may determine to discontinue providing its services with respect to the Notes at any time by giving written notice to the City, the Trustee and the Remarketing Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery Note certificates as described in this Indenture. Whenever D.T.C. requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with D.T.C. in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Notes to any Participant having Notes credited to its D.T.C. account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Notes.

(d) So long as any Note is registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to the principal of and interest on, and redemption or purchase price of, such Note and all notices with respect to such Note shall be made and given respectively, to D.T.C. or its nominee as provided in the City's representation letter to D.T.C.

(e) In connection with any notice or other communication to be provided to Noteholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Noteholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give D.T.C. notice of such record date not fewer than fifteen (15) calender days in advance of such record date to the extent possible. Such notice to D.T.C. or its nominee shall be given only when D.T.C. is the sole Noteholder.

(f) Neither the City, the Trustee nor the Remarketing Agent will have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by D.T.C. or any Participant; (ii) the payment by D.T.C. or any Participant of any amount due to any Beneficial Owner in respect of the principal of or interest on, or redemption or purchase price of, the Notes; (iii) the delivery by D.T.C. or any Participant of any notice to any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Noteholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; (v) the delivery of Notes upon tender thereof; or (vi) any consent given or other action taken by D.T.C. as Noteholder.

(g) So long as Cede & Co. is the registered owner of the Notes, as nominee of D.T.C., references herein to the Noteholders or holders of the Notes or Owners of Notes shall mean Cede & Co. and shall not mean the Beneficial Owners of the Notes.

(h) So long as Cede & Co. is the registered owner of the Notes:

(i) selection of Notes to be redeemed upon partial redemption, presentation of Notes to the Trustee upon partial redemption, delivery of Notes to the Trustee in connection with an optional or mandatory tender, or redelivery of such Notes by the Trustee to Noteholders following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in such Notes through D.T.C. or D.T.C.'s Participants is transferred by D.T.C. on its books;

(ii) notice of a demand for purchase of Notes pursuant to Section 3.01 hereof shall be given by the Beneficial Owner of such Notes exercising ownership rights through D.T.C. or D.T.C.'s Participants by telephonic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Notes to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Notes through D.T.C. or its Participants;

(iv) D.T.C. may present notices, approvals, waivers or other communications required or permitted to be made by Noteholders under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Notes through D.T.C. or its Participants;

(v) Notes held in the Custody Account on the records of D.T.C. will be registered in the name of the Trustee, or its nominee, as collateral security for the Bank; and

(vi) nothing contained in this Indenture shall limit or restrict the ability of the Trustee to effect the provisions of this Section 2.12 by or through one (1) or more agents selected by the Trustee in the exercise of its reasonable discretion; provided, however, the retention of one (1) or more agents for such purpose shall not relieve the Trustee of any duty or responsibility contained in this Indenture.

Section 2.13 Applications Of Proceeds Of The Notes.

The proceeds of the sale of the Notes shall be deposited with the Treasurer and used to make deposits into the following funds of the City in the following amounts for the purpose of paying amounts appropriated for such funds for the year 1998:

Fund	Amount
Corporate Fund	$
Chicago Public Library Fund (Maintenance and Operation)	
Chicago Public Library Fund (Building and Sites)	
City Relief (General Assistance)	

[Section 2.13 Application Of Proceeds Of The Notes.

The proceeds of the sale of the Notes shall be used for the purpose of financing the acquisition of certain equipment for the city as provided in the Note Ordinance. Pending such use, the proceeds shall be set aside, held and invested at the direction of the Chief Financial Officer as separate funds of the City.]

Article III.

Optional And Mandatory Tenders Of Notes; Remarketing Of Purchased Notes.

Section 3.01 Optional Tender Of Notes.

Holders of Notes bearing interest at a Weekly Rate shall have the right to tender a Note, or a portion thereof, provided that such portion is an Authorized Denomination, for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase and to receive payment of the purchase price therefor, all as provided in the form of the Notes attached hereto as (Sub)Exhibit A.

Section 3.02 Mandatory Tender Of Notes.

The Notes are subject to mandatory tender and are required to be tendered to the Trustee for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, as follows:

(i) when the Notes (or Sub-series, if applicable) bear interest at a Short-Term Intermediate Rate, each such Note shall be subject to mandatory tender for purchase on each Interest Payment Date for such Note; and

(ii) on the effective date of any change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable).

Section 3.03 Purchase Of Tendered Notes.

(a) In performing its duties under this Article III, the Trustee shall act as a conduit and not be considered to be purchasing Notes for its own account. No acceptance of Notes by the Trustee hereunder shall affect any merger of discharge of the indebtedness of the City evidenced by the Notes. The Trustee shall accept all Notes properly tendered to it for purchase in accordance with the provisions of the Notes as set forth in the form of Notes attached hereto as (Sub)Exhibit A; provided, however, that the Trustee shall not accept any Notes tendered if at the time of the tender the principal of the Notes shall have been accelerated pursuant to Section 7.01 of this Indenture.

(b) The Trustee shall establish a special trust fund designated as the Purchase Fund. The Trustee shall hold all Notes delivered to it in trust for the benefit of the respective Noteholders delivering such Notes until monies representing the purchase price of such Notes have been delivered to or for the account of such Noteholders. The Trustee shall hold all monies delivered to it for the purchase of Notes in such fund in trust and without investment, solely for the benefit of the persons delivering such monies until the Notes purchased with such monies have been delivered to or for the account of such persons. The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Purchase Fund to pay the purchase price of tendered Notes as the same becomes due and payable, which authorization and direction the Trustee accepts.

Section 3.04 Remarketing Of Tendered Notes; Payment Of Purchase Price.

(a) The Remarketing Agent shall use its best efforts to remarket tendered Notes at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any.

(b) Upon receipt of a duly tendered written notice of an optional tender of Notes conforming to the requirements in the form of Note attached hereto as (Sub)Exhibit A, the Trustee shall notify the Remarketing Agent, the Bank and the City of the principal amount of Notes tendered and the date fixed for purchase.

(c) Prior to 11:00 A.M., New York City time, on each purchase date (whether optional

or mandatory), the Remarketing Agent shall give telephonic or facsimile notice (promptly confirmed in writing) to the Bank, the City and the Trustee of the principal amount of such Notes remarketed, the names, addresses and taxpayer identification numbers of the purchasers and the denominations in which the Notes are to be issued to each purchaser. If less than all of the Notes to be tendered on such purchase date have been remarketed, the Remarketing Agent shall, in addition, notify the Trustee, the Bank and the City prior to 11:00 A.M., New York City time, on the purchase date, of the principal amount of Notes which have not been remarketed and the amount of accrued interest to be paid on such Notes on such purchase date. Purchasers of Notes which have been remarketed shall be required to deliver the purchase price thereof directly to the Remarketing Agent for delivery to the Trustee for deposit in the Purchase Fund not later than 11:00 A.M., New York City time, on the purchase date. By 12:00 Noon, New York City time, on the purchase date, the Trustee shall notify the Remarketing Agent, the City and the Bank of any Notes which have been remarketed and for which payment has not been received.

(d) By 12:30 P.M., New York City time, on the purchase date (whether optional or mandatory), the Trustee shall draw upon the Letter of Credit in an amount equal to the purchase price of: (i) any tendered Notes not remarketed; and (ii) any tendered Notes remarketed and for which payment has not been received.

(e) Any Note tendered for purchase after the date on which the Trustee has notified the Noteholders of a change in Interest Rate Determination Method in accordance with the provisions of Section 2.03 hereof shall not be remarketed unless the purchaser has been notified of the change in Interest Rate Determination Method. Any such notice shall contain the same provisions as the notice required of the Trustee pursuant to Section 2.03(d) of this Indenture. Any purchaser so notified must deliver a notice to the Trustee stating that such purchaser will tender his Notes for purchase on the effective date of the change in Interest Rate Determination Method, and agreeing not to resell the Notes before such date.

Section 3.05 Funds For Purchase Price Of Notes.

On the date Notes are to be purchased pursuant to the provisions of this Indenture, the Trustee shall deliver the purchase price to the tendering Noteholder only from the funds listed below, in the order of priority indicated:

(a) the proceeds of the sale of such Notes which have been remarketed by the Remarketing Agent to any person other than the City and delivered to the Trustee by 11:00 A.M., New York City time, on the purchase date;

(b) monies drawn under the Letter of Credit (which shall include amounts held in the Letter of Credit Fund to the extent of amounts held therein); and

(c) monies deposited by the City with the Trustee pursuant to this Indenture.

Section 3.06 Delivery Of Purchased Notes.

The Trustee shall make available by 1:30 P.M., New York City time, on a purchase date (whether optional or mandatory), at its Principal Office, Notes purchased with monies described in Section 3.05(a) hereof for receipt by the purchaser thereof. Notes purchased with monies described in Section 3.05(a) hereof shall be registered in the manner directed by the Remarketing Agent and delivered to the Remarketing Agent for redelivery to the purchasers thereof. Notes purchased with monies described in Section 3.05(b) hereof shall be held by the Trustee, and registered by the Trustee in the name of the City indicating their status as Pledged Notes pursuant to Section 3.08 hereof. Notes purchased with monies described in Section 3.05(c) hereof shall be registered in the name of the City and held for the account of the City.

Section 3.07 Delivery Of Proceeds Of Sale Of Purchased Notes.

Except in the case of the sale of any Pledged Notes, the proceeds of the sale of any Notes, to the extent not required to pay the purchase price thereof, shall be paid to or upon the order of the City.

Section 3.08 Custody Account.

(a) There is hereby created by the City and ordered established with the Trustee a separate and segregated trust account to be designated the Custody Account.

(b) If any Note is purchased by the Trustee pursuant to Section 3.03 hereof with monies drawn under the Letter of Credit pursuant to Section 3.05(b) hereof, that Note shall be delivered to and held by the Trustee, shall be registered in the name of the City (and shall thereafter constitute a Pledged Note until released as herein provided), shall be deposited in the Custody Account, and shall be released only upon receipt by the Trustee of (i) an amount equal to the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, and (ii) evidence from the Bank that the Letter of Credit will be reinstated in an amount sufficient to cover the principal of and interest on the Pledged Notes being released; provided, however, that in connection with such reinstatement if the Notes bear interest at a Short-Term Intermediate Rate or a Fixed Rate and the stated amount of the Letter of Credit has not been increased in accordance with the last sentence of Section 5.03(d) hereof, sufficient amounts shall be drawn under the Letter of Credit and deposited into the Letter of Credit Fund (and the Bank reimbursed therefor) so that the amount then held in the Letter of Credit Fund is not less than the amount that would have been deposited in such Fund as a result of draws pursuant to Section 5.03(d) hereof if such Note did not constitute a Pledged Note

hereunder; provided, further, however, that no single draw pursuant hereto may be made with respect to more than fifty-nine (59) days interest on the Notes being remarketed at the maximum rate of interest used for purposes of calculating the stated amount of the Letter of Credit. The Remarketing Agent shall use its best efforts to remarket Pledged Notes. If the Remarketing Agent remarketed any Pledged Note, the Remarketing Agent shall give the notice described in the first sentence of Section 3.04(c) hereof, and shall direct the purchaser of such Pledged Note to transfer on the purchase date, the purchase price of such remarketed Pledged Note directly to the Remarketing Agent for delivery to the Trustee not later than 11:00 A.M., New York City time, on the purchase date. The Remarketing Agent shall deliver Remarketed Pledged Notes to the purchasers thereof in accordance with Section 3.06 hereof.

(c) The proceeds of the remarketing of Pledged Notes or the purchase of Pledged Notes by the City shall be deposited into the Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank, shall not be commingled with any other monies held by the Trustee, and shall be paid over immediately to the Bank.

(d) On each Interest Payment Date prior to the release of Pledged Notes held in the Custody Account, the Trustee shall apply monies in the applicable account of the Note Fund to the payment of principal of and interest on such Pledged Notes, but shall not draw on the Letter of Credit or use monies in the Letter of Credit Fund for such purpose to any extent whatsoever; and the Trustee shall receive for the account of the Bank the interest and principal paid in respect of such Pledged Notes held in the Custody Account, and immediately upon such receipt the Trustee shall pay such interest and principal over to the Bank; provided, however, that if at such time the Trustee has been notified in writing by the Bank that there shall not remain any amount due and owing to the Bank under the Reimbursement Agreement such interest and principal payments shall be paid over to the City.

(e) If, on any date prior to the release of Pledged Notes held in the Custody Account, all Notes are called for redemption pursuant to Article IV hereof, or the Trustee declares an acceleration of the Notes pursuant to Section 7.01 hereof, Pledged Notes held in the Custody Account shall be deemed to have been paid, and shall thereupon be canceled by the Trustee.

(f) It is recognized and agreed by the Trustee that while it holds Pledged Notes, such Pledged Notes are held by the Trustee for the benefit of the Bank as a first priority secured creditor.

Article IV.

Redemption And Purchase Of Notes By City.

Section 4.01 Redemption Of Notes Prior To Maturity.

The Notes shall be subject to redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of redemption, as follows:

(a) Any Notes bearing interest at a Weekly Rate shall be subject to redemption prior to maturity in whole or in part at the option of the City on the first (1st) Business Day of any month.

(b) Any Notes bearing interest at a Short-Term Intermediate Rate or a Fixed Rate shall not be subject to optional redemption by the City.

(c) All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives written notice from the Bank not later than ten (10) calendar days from the date of a drawing that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Letter of Credit, (ii) if the Trustee receives written notice from the Bank that an event of default has occurred under the Reimbursement Agreement. If notice of either of such events shall have been received by the Trustee, the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof and the Trustee shall promptly notify the City and the Remarketing Agent that it has received such notice from the Bank.

(d) The Notes shall be subject to mandatory redemption on the sixtieth (60th) day after the last date for payment without interest or penalty of the taxes levied by the City to pay the amounts appropriated for the funds referred to in Section 2.01 hereof. If such day is not a Business Day, such redemption shall occur on the first (1st) Business Day next prior to such day. Any such mandatory redemption shall include all Notes, whether bearing interest at a Fixed Rate or at a Short-Term Intermediate Rate during a Short-Term Intermediate Rate Period that ends after such redemption date. The Chief Financial Officer shall give notice to the Bank and the Trustee of such redemption no fewer than forty-five (45) days prior to such redemption date.

Section 4.02 Purchase Of Notes By City.

(a) The City, acting through the Chief Financial Officer, reserves the right to purchase for cancellation any Note tendered for purchase pursuant to Section 3.01 hereof or subject to mandatory tender pursuant to Section 3.02 hereof or to purchase any Note held to the credit of the Custody Account, upon notice to the Trustee, the Bank and the

subject to mandatory tender pursuant to Section 3.02 hereof or to purchase any Note held to the credit of the Custody Account, upon notice to the Trustee, the Bank and the Remarketing Agent given by irrevocable telephonic or facsimile notice (promptly confirmed in writing) (i) in the case of the purchase of a Note tendered pursuant to Section 3.01 hereof or a Note held to the credit of the Custody Account, given not later than 2:00 P.M., New York City time, on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 3.02 hereof , given not later than 3:00 P.M., New York City time, on the second-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Short-Term Intermediate Rate Period which is shorter than two (2) Business Days for Notes subject to mandatory tender at the end of such Short-Term Intermediate Rate Period). Such notice from the Chief Financial Officer shall state the principal amount of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 3.02 hereof. Prior to the applicable date of notice set forth in the first sentence of this Section 4.02(a), the City shall deposit with the Trustee funds sufficient to purchase such Notes. Any Notes so purchased for cancellation shall be selected first, from Notes held to the credit of the Custody Account, second, from any Notes as such become available upon optional tender, and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 3.02 hereof; provided, however, that if fewer than all of the Notes subject to mandatory tender pursuant to Section 3.02 hereof are to be purchased for cancellation, the Notes so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may be sold or remarketed only if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 4.03 Procedure For Redemption.

(a) In order to exercise its option to redeem the Notes prior to maturity pursuant to paragraph (a) of Section 4.01 hereof, the City shall notify the Trustee, the Bank and the Remarketing Agent no later than forty-five (45) days prior to the designated redemption date.

(b) Notice by Mail of the redemption of Notes prior to maturity pursuant to Section 4.01 hereof shall be given by the Trustee in the name of the City: (i) in the case of the redemption of Notes pursuant to paragraph (a) or (d) of Section 4.01, not fewer than

thirty (30) days nor more than sixty (60) days prior to the redemption date; (ii) in the case of the redemption of Notes pursuant to paragraph (c) of Section 4.01, not fewer than five (5) days nor more than ten (10) days after the receipt by the Trustee of a notice given by the Bank pursuant to such paragraph. A copy of each such redemption notice shall be given to the City and the Bank.

(c) Each such redemption notice shall specify (i) the Notes to be redeemed by C.U.S.I.P. number, (ii) the redemption date (which shall be not more than fifteen (15) days after the date on which the Trustee receives notice from the bank pursuant to paragraph (c) of Section 4.01 hereof); (iii) the place where amounts due upon such redemption will be payable (which shall be the Principal Office of the Trustee); (iv) if less than all the Notes are to be redeemed, specify the specific Notes to be redeemed, identified by number, and the principal amounts of such Notes to be redeemed, and (v) that on the redemption date, the Notes shall cease to bear interest. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee.

(d) Failure to give Notice by Mail of optional redemption as to any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes in respect of which no failure or defect occurs. Failure to give Notice by Mail of the mandatory redemption of any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for redemption of such Notes. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee.

(e) When Notes are called for partial redemption as provided in paragraph (a) of Section 4.01 hereof, the specific Notes to be redeemed shall be selected by the Trustee in Authorized Denominations.

If it is determined that one or more, but not all, of the units of Authorized Denominations represented by any Note is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Noteholder shall forthwith surrender such Note to the Trustee for (i) payment to such Noteholder of such unit of the redemption price of such Note called for redemption and (ii) delivery to such Noteholder of a new Note or Notes of the same series and in the aggregate principal amount of the unredeemed balance of the principal amount of such Note, without charge therefor.

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

(f) Any Notes, or portions thereof, which have been duly selected for redemption shall

be deemed to be paid and shall cease to bear interest on the specified redemption date if monies sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders.

Section 4.04 No Partial Redemption Of Notes After Default.

Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in paragraph (i), (ii) or (iii) of Section 7.01(a) hereof, there shall be no redemption of fewer than all of the Notes at the time Outstanding.

Article V.

Creation Of Funds And Security For Notes.

Section 5.01 The Note Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender [Equipment] Notes, Series 1998 Note Fund".

(b) Subject to the right of the City and the Bank to make alternate arrangements with respect to the reimbursement of the Bank by the City for draws under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank shall have failed to honor a property presented and conforming drawing under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to pay the principal of and interest on the Notes as the same become due.

(c) Monies on deposit in the Note Fund shall be applied by the Trustee to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit, directly to pay the principal of or interest on the Notes as the same become due.

(d) Pending the use of monies held in the Note Fund, the Trustee shall invest such monies in Permitted Investments upon the direction of the Chief Financial Officer, but subject to the requirements of the Reimbursement Agreement, if applicable. Income from such investments shall be credited to the Note Fund.

Section 5.02 The Letter Of Credit Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender [Equipment] Notes, Series 1998 Letter of Credit Fund".

(b) The City shall cause to be deposited into the Letter of Credit Fund amounts drawn under the Letter of Credit with respect to the payment of principal of and interest on the Notes. Monies on deposit in the Letter of Credit Fund shall not be commingled with any other monies held by the Trustee.

(c) Monies on deposit in the Letter of Credit Fund shall be applied by the Trustee to pay the principal of and interest on the Notes (including interest on Notes tendered for purchase in accordance with Section 3.01 hereof).

(d) Pending the use of monies held in the Letter of Credit Fund, the Trustee shall invest such monies upon the direction of the Chief Financial Officer in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall mature not later than the date or dates on which such funds will be needed for the purposes for which such funds were deposited into the Letter of Credit Fund, and in any event, not later than the earlier of (i) thirty (30) days from the date of such investment, or (ii) the date as of which the Trustee shall have declared the Notes to be due and payable in accordance with Section 7.01(b) hereof. Income from such investments shall be credited to the Letter of Credit Fund.

Section 5.03. The Letter Of Credit.

(a) So long as any Notes are Outstanding under this Indenture, the City covenants and agrees to maintain the Letter of Credit for the benefit of the holders of the Notes. The Letter of Credit shall entitle the Trustee to draw up to (a) an amount sufficient (i) to pay the principal amount of the Notes, or (ii) to pay the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount not less than fifty-nine (59) days interest on the Notes (calculated at the rate of twelve percent (12%) per annum) (i) to pay interest on the Notes, or (ii) to pay the portion of the purchase price equal to the accrued interest, if any, on the Notes delivered to it for purchase.

(b) The Letter of Credit shall be held by the Trustee in its capacity as Trustee under this Indenture. The Trustee shall not sell, assign or transfer the Letter of Credit except to a successor Trustee designated in accordance with the terms and provisions hereof.

(c) The Trustee shall make drawings under the Letter of Credit in accordance with the

terms thereof to make timely payments of the principal of and interest on the Notes (other than Pledged Notes) as the same become due whether upon maturity, redemption or acceleration. The Trustee shall also make drawings under the Letter of Credit to pay the purchase price of tendered Notes in accordance with Section 3.04(d) hereof.

(d) During any period when the Notes (or Sub-series, if applicable) bear interest at a Short-Term Intermediate Rate or a Fixed Rate, commencing on the date on which such Notes begin to bear interest at a Short-Term Intermediate Rate or a Fixed Rate, and on the first Business Day of each calendar month thereafter while such Notes bear interest at a Short-Term Intermediate Rate or a Fixed Rate, the Trustee shall draw under the Letter of Credit an amount sufficient to cause the amount on deposit in the Letter of Credit Fund on such day to equal (i) the accrued and unpaid interest on such Notes, plus (ii) the interest that would accrue on such Notes from such day to and including the first Business Day of the following month assuming such Notes remain Outstanding until such day, calculated (x) at the actual rate of interest on such Notes for any day interest is to accrue at a rate known on the day such draw is made, and (y) at the rate of twelve percent (12%) for any day interest is to accrue at a rate unknown on the date such draw is made. Notwithstanding the deposit of any such monies under the Indenture and the reimbursement of the Bank for any such drawing under the Letter of Credit, the City shall have no right, title and interest in and to such monies, which shall be held exclusively for the holders of the Notes in accordance with the provisions of this Indenture. In the event the City causes to be delivered to the Trustee an effective amendment or supplement to the Letter of Credit increasing the stated amount thereof to an amount sufficient to pay the principal amount of the Notes plus four hundred (400) days' interest with respect to Notes bearing interest at a Short-Term Intermediate Rate and two hundred fifteen (215) days' interest with respect to Notes bearing interest at a Fixed Rate, and if so directed in writing by the City, the Trustee shall make drawings under the Letter of Credit in accordance with paragraph (c) of this Section 5.03 rather than this paragraph(d).

Section 5.04 Alternate Letter Of Credit.

(a) Upon not fewer than thirty (30) days' written notice to the Trustee, the Remarketing Agent and the Bank, and the satisfaction of conditions specified in this Section 5.04, the City may deliver to the Trustee an irrevocable letter of credit in substitution for the letter of credit then held by the Trustee. Upon receipt of notice from the City that it intends to deliver an Alternate Letter of Credit to the Trustee, the Trustee shall give Notice by Mail to Noteholders of the intended delivery of such Alternate Letter of Credit (which notice shall be given not fewer than fifteen (15) days prior to the proposed delivery date thereof).

(b) Any Alternate Letter of Credit shall be an irrevocable letter of credit issued by one (1) or more commercial banks having the same material terms and provisions as the Letter of Credit delivered upon the original issuance of the Notes.

(c) On or prior to the date of delivery of an Alternate Letter of Credit to the Trustee, there shall be delivered to the Trustee (i) written evidence from Moody's, if the Notes are rated by Moody's, and from S. & P., if the Notes are rated by S. & P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of the Bank issuing such Alternate Letter of Credit.

(d) An Alternate Letter of Credit may not be delivered while any of the Notes bear interest at a Short-Term Intermediate Rate unless the effective date of such Alternate Letter of Credit coincides with an Interest Payment Date for all Notes that bear interest at a Short-Term Intermediate Rate.

(e) Upon delivery of an Alternate Letter of Credit to the Trustee satisfying the requirements of this Section 5.04, the Trustee shall accept such Alternate Letter of Credit and, when all draws on the existing Letter of Credit have been honored, shall concurrently surrender the existing Letter of Credit to the Bank for cancellation. If the existing Letter of Credit and the Alternate Letter of Credit are contemporaneously effective for any period and all conditions precedent to the effectiveness of the Alternate Letter of Credit have been satisfied, any draws made during such period shall be made under the Alternate Letter of Credit.

Section 5.05 Tax Levy To Reimburse Bank Or Pay Notes.

Unless the Chief Financial Officer shall certify to the Bank on or before _____, that sufficient funds are legally available and will be used to reimburse the Bank on _____, for drawings under the Letter of Credit to pay the principal of and interest on, or purchase price of, the Notes, or to pay directly the principal of and interest on, or purchase price of, the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before the maturity date of the Notes, such ordinance to levy to the extent permitted under the Tax Limitation Ordinance an amount sufficient to reimburse the Bank for such drawing or drawings on or before, or to pay the principal of and interest on, or the purchase price of, the Notes if the Bank shall have failed to honor a properly presented and conforming draw under the Letter of Credit. If such reimbursement obligation of payment of principal of and interest on, or purchase price of, the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, the taxes so levied shall be abated.

The Chief Financial Officer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this paragraph into the applicable account of the Note

Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.06 Insufficiency Of Taxes To Reimburse Bank.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Chief Financial Officer is hereby directed to make such payments in accordance with the Reimbursement Agreement from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in anticipation of the collection of the taxes.

Section 5.07 Notes Not Presented For Payment.

(a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if monies sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders, the Trustee shall segregate and hold such monies in a trust account separate and apart from the other funds and accounts held hereunder, without liability to Noteholders for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture. Any such monies shall be invested in conformity with the provisions of paragraph (d) of Section 5.02 hereof relating to monies in the Letter of Credit Fund.

(b) Any monies which the Trustee shall segregate and hold in trust for the payment of the principal of or interest on, or the purchase price of, any Note and which shall remain unclaimed for two (2) years after such principal or interest or purchase price has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Trustee, be paid to the City. After the payment of such unclaimed monies to the City, the holder of such Note shall thereafter look only to the City for the payment thereof, unless an abandoned property law of the State designates another person, and all liability of the Trustee and the Bank with respect to such monies shall thereupon cease.

Article VI.

General Covenants Of City.

Section 6.01 Pledge Of Full Faith, Credit And Resources Of The City.

The Notes are direct and general obligations of the City for the payment of which the

City hereby pledges its full faith, credit and resources except to the extent the City's authority to levy property taxes in any year is limited by the Tax Limitation Ordinance. The principal of and interest on the Notes shall be paid by the City as the same become due at the place, at the time and in the manner provided herein and in the Notes from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose.

Section 6.02 Indenture To Constitute Contract.

In consideration of the purchase and acceptance of the Notes by the holders from time to time of the Notes, the provisions of this Indenture and any Supplemental Indenture shall constitute a contract among the City, the Trustee and the Owners from time to time of the Notes.

Section 6.03 Performance Of Covenants.

The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and in the Remarketing Agreement, and in all proceedings pertaining thereto.

Section 6.04 Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the holders of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other monies on deposit in any fund or account maintained in respect of the Notes (whether such monies were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (i) through its officers, to make such further specific covenants, representations as shall be truthful and assurances as may be necessary or advisable; (ii) to comply with all covenants, representations and assurances contained in any certificate or agreement executed and delivered by the City in connection with the issuance of the Notes; (iii) to establish with the Trustee a Rebate Fund into which the City shall deposit amounts required to be rebated to the United States; (iv) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (v) to file such forms, statements and

supporting documents as may be required and in a timely manner; and (vi) if deemed necessary or advisable by its officers, to retain fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

Article VII.

Events Of Default And Remedies.

Section 7.01 Events Of Default.

(a) Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

(i) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;

(ii) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;

(iii) a failure to pay the purchase price of any validly tendered Note under the provisions of Section 3.01 or 3.02 hereof, to the holder thereof upon the same Business Day such Note is tendered;

(iv) a failure by the City to maintain the Letter of Credit as provided in this Indenture; or

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii), (iv) or (v) of paragraph (a) of this section, the Trustee may, and at the written request of Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding, shall, by written notice to the City, the Remarketing Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, and the Trustee shall give notice thereof to the City, the Remarketing Agent and the Bank, and shall give Notice by Mail thereof to all Owners of Outstanding Notes; provided,

however, that no such declaration shall be effective following the occurrence of an Event of Default under clause (v) of paragraph (a) of this section without the express consent of the Bank unless the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit.

Section 7.02 Remedies.

Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of Noteholders owning not less than a majority in aggregate principal amount of the Notes then Outstanding or the Bank (but only if the Bank shall not have failed to honor a property presented and conforming drawing under the Letter of Credit) and, in addition, receipt of indemnity to its satisfaction shall, in its own name and as the trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Indenture and the Letter of Credit;

(ii) bring suit upon the Notes; or

(iii) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

Section 7.03 Rescission Of Notice Of Redemption; Restoration To Former Position.

(a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of any notice given by the Bank pursuant to paragraph (c) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that it has withdrawn the notice given pursuant to paragraph (c) of Section 4.01 and that the Letter of Credit is in force and effect in the aggregate principal amount thereof. Notice of such rescission and annulment shall be given by the Trustee to the City, the Remarketing Agent and the Bank prior to the notice to the Noteholders of such mandatory redemption.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank, the Noteholders and the Remarketing Agent, respectively, shall be restored to their former positions and all rights, remedies and powers of each of such parties shall continue as

though no such proceeding had been taken.

Section 7.04 Noteholders, Right To Direct Proceedings.

The Noteholders owning a majority in aggregate principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture; provided, however, that (a) such direction shall not be in conflict with any rule of law or this Indenture, including, but not limited to, Section 7.01(b) hereof, (b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction and (c) the Trustee need not take any action which might involve it in personal liability unless indemnified to its satisfaction or which might be unjustly prejudicial to the Noteholders not consenting to such direction.

Section 7.05 Limitation On Noteholders, Right To Institute Proceedings.

No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as herein above provided and unless also Noteholders of not less than a majority in aggregate principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding, it being understood and intended that no one (1) or more of the Noteholders shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 7.06 No Impairment Of Right To Enforce Payment.

Notwithstanding any other provision in this Indenture, the right of any Noteholder to

receive payment of the principal of and interest on such Note on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 7.07 Proceedings By Trustee Without Possession Of Notes.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be bought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08 No Remedy Exclusive.

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

Section 7.09 No Waiver Of Remedies.

No delay or omission of the Trustee, the Bank or any Noteholder 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 of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.10 Application Of Monies.

Any monies received by the Trustee (except for proceeds of the remarketing of the Notes and monies drawn under the Letter of Credit, which shall be applied solely to the purposes for which such monies were received or drawn, as provided herein, but including such Letter of Credit monies if the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such monies and of the expenses, liabilities and advances incurred or made by the Trustee, shall be deposited in the Note Fund and all monies so deposited in the Note

Fund during the continuance of an Event of Default (other than monies for the payment of Notes which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such monies shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of this Indenture) and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, to the extent that any amounts are owed to the Bank under and pursuant to the Reimbursement Agreement.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of paragraph (b) of this Section 7.10 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the monies shall be applied in accordance with the provision of paragraph (a) of this Section 7.10.

Whenever monies are to be applied pursuant to this Section 7.10, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to 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. The Trustee shall give notice of the deposit with it of any such monies and of the fixing of any such date by Notice by Mail to all Owners of Outstanding Notes and shall not be required to make payment to any Owner until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.11 Severability Of Remedies.

It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

Article VIII.

Appointment And Duties Of Trustee And Remarketing Agent.

Section 8.01 Appointment Of Trustee.

The City hereby appoints, as Trustee, for the purposes and upon the express terms and conditions set forth herein. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City and the Noteholders by its delivery and their acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

Section 8.02 No Responsibility For Recitals.

The recitals, statements and representations contained in this Indenture or in the Notes, save only the Trustee's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness thereof. Nothing contained in this Section 8.02 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

Section 8.03 Limitations On Liability.

The Trustee may execute any of the trusts or powers hereof and perform the duties

required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

Section 8.04 Compensation, Expenses And Advances.

The Trustee shall be entitled to reasonable compensation for its services rendered hereunder (not limited by any provision of law in regard to the compensation of the Trustee of an express trust) and to reimbursement for its actual out-of pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default hereunder. If any Event of Default under this Indenture shall otherwise exist, the Trustee shall have, in addition to any other rights hereunder, a lien, prior to the lien of the Noteholders and the Bank, for the payment of its compensation and the reimbursement of its expenses and any advances made by the Trustee, as provided in this section, upon the monies and obligations in the Note Fund; provided, however, that such priority shall not relate or extend to (a) monies drawn under the Letter of Credit (unless the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit), (b) remarketing proceeds, (c) monies deposited with or paid to the Trustee for the payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof, or (d) funds held pursuant to Section 5.07 hereof; and provided further, however, that nothing contained in this Section 8.04 shall limit or restrict the obligations of the Trustee (i) to draw upon the Letter of Credit at the times and in the manner required hereunder, or (ii) apply the proceeds of such draws to the payment of the principal of and interest on, or redemption or purchase price of, the Notes as required herein and in the Notes.

Section 8.05 Notice Of Events Of Default.

The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01(a) hereof, unless specifically notified in writing of such default or Event of Default by Owners of at least a majority in aggregate principal amount of the Notes then Outstanding.

Section 8.06 Trustee To Maintain Office.

If the City has discontinued the use of D.T.C.'s book-entry system, the Trustee shall maintain an office in New York, New York, where Notes may be presented for payment of the Principal amount thereof upon maturity, redemption or tender.

Section 8.07 Good Faith Reliance.

The Trustee in the absence of negligence or bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements; provided, however, that the Trustee shall not be so protected if the Trustee has actual knowledge with respect to such matters to the contrary.

Neither the Trustee nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at the request of such person unless satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by its Chief Financial Officer. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by such Chief Financial Officer.

Section 8.08 Dealings In Notes And With City.

The Trustee, the Bank and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank and the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

Section 8.09 Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Remarketing Agent and the Bank, not fewer than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation not fewer than twenty-one (21) days prior to such resignation date, to the Owners of Outstanding Notes. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided and (ii) the resigning Trustee transfers and assigns the Letter of Credit in accordance with its terms to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer and assignment of the Letter of Credit. If the successor Trustee shall not have been appointed within a period of ninety (90) days following the giving of such notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

Section 8.10 Removal Of Trustee.

The Trustee may be removed by the City at any time prior to an Event of Default by filing with the Trustee, the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge ane deliver to the City an instrument accepting such appointment hereunder; and provided, further, that the Trustee shall transfer and assign the Letter of Credit to the successor Trustee in accordance with its terms upon such removal.

Section 8.11 Appointment Of Successor Trustee.

In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the Chief Financial Officer. After any appointment by the Chief Financial Officer, the City shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Remarketing Agent and the Bank, and shall cause

Notice by Mail to be given to all Noteholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment and the predecessor Trustee shall have transferred the Letter of Credit to the successor Trustee in accordance with its terms.

Section 8.12 Qualifications Of Successor Trustee.

Every successor Trustee (a) shall be a commercial bank with trust powers or a trust company other than any issuer of the Letter of Credit (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least One Million Dollars ($1,000,000).

Section 8.13 Judicial Appointment Of Successor Trustee.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14 Acceptance Of Trusts By Successor Trustee.

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all monies and other assets at the time held by it hereunder.

Section 8.15 Successor By Merger, Consolidation Or Sale Of Assets.

Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or as a result of a sale of assets, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.16 Standard Of Care; Action By Trustee.

Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such rights and powers vested in it by this Indenture and use the same degree of skill and care on its exercise as a prudent person would use and exercise under the circumstances in the conduct of his or her own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholder of at least a majority in aggregate principal amount of the Notes then Outstanding, and, if in its opinion such action may involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provision of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. Nothing in this Section 8.16 shall permit the Trustee to delay the exercise of any mandatory power or direction hereunder, including but not limited to, giving of notice of mandatory tender or redemption, drawing upon the Letter of Credit at the times and in the manner set forth herein or declaring the notes to be immediately due and payable in accordance with the terms and provisions of this Indenture.

Section 8.17 Duties Of The Trustee.

The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and records to the Chief Financial Officer and the Bank as shall be reasonably requested in writing by the Chief Financial Officer or the Bank.

Section 8.18 Remarketing Agent.

The City hereby appoints _____ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Upon thirty (30) Business Days written notice, the Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any monies and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

In the event that the City shall fail to appoint a Remarketing Agent hereunder, or in the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by the Remarketing Agent or successor Remarketing Agent as the case may be; provided, however, that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell Notes or to perform the duties set forth in Section 2.02 or 2.03 hereof.

Article IX.

Amendments To This Indenture.

Section 9.01 Limitations On Amendments Of This Indenture.

This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with the provisions of this Article IX.

Section 9.02 Amendments Without Noteholder Consent.

(a) The City and the Trustee may, from time to time and at any time, without the

consent of or notice to the Noteholders, but upon notice to and with the written consent of the Bank, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to grant or confer or impose upon the Trustee for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iii) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any monies, securities or funds;

(v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;

(vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i), (ii) or (iii) of Section 9.03(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and the Trustee shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms hereof, will upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

Section 9.03 Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 9.02 hereof, subject to the terms and provisions contained in this section and not otherwise, the City and the trustee may, from time to time, with the written consent of the Bank and the consent of Noteholders of not less than sixty percent (60%) in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provide, however, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of this section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Owners of Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Noteholders.

(c) Within six (6) months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms hereof and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Indenture or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

Section 9.04 Effect Of Supplemental Indenture.

Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Article X.

Miscellaneous.

Section 10.01 Defeasance.

(a) If the City shall pay or cause to be paid to the Noteholders, the principal of and interest to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of any monies, securities, funds and property hereby pledged and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all monies or securities held by it pursuant to this Indenture which are not required for the payment or redemption of Notes not theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Noteholders of all Outstanding Notes the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Notes shall cease to be entitled to any lien, benefit or security hereunder and all covenants, agreements and obligations of the City to the owners of such Notes shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) All Outstanding Notes that bear interest at a Fixed Rate shall, prior to the maturity or redemption date thereof, be deemed to have been paid as meant and with the effect expressed in paragraph (a) of this section if (i) in case any of said Notes are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article IV notice of redemption on said date of such Notes, (ii) there shall have been deposited with or held by the Trustee either monies in an amount which shall be sufficient, or noncallable, nonprepayable Government Obligations the principal of and the interest on which when due will provide monies which, together with the monies, if any, deposited with or held by the Trustee at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Notes on and prior to

the redemption date or maturity date thereof, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee, and (iii) in the event said Notes do not mature and are not by their terms subject to redemption within the next succeeding sixty (60) days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, by first class mail, postage prepaid, a notice to the Owners of such Notes that the deposit required by (ii) above has been made with the Trustee and that said Notes are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which monies are to be available for the payment of the principal of and interest on said Notes. Neither Government Obligations nor monies deposited with the Trustee pursuant to this section nor principal or interest payments on any such Government Obligation shall be withdrawn or used for any purpose other than, and shall be held in trust for the payment or the principal of and interest on said Notes; but any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said Notes on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City free and clear of any trust, lien or pledge, subject to any rights of the Bank under the Reimbursement Agreement.

(c) Upon the payment or the provision for payment of the Notes in accordance with this Section 10.01, the Trustee shall return the Letter of Credit to the Bank.

Section 10.02 Parties In Interest.

Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Trustee and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Trustee and the Noteholders. Section 6.02 hereof shall not be construed to limit or restrict any rights or benefits conferred on the Bank hereunder.

Section 10.03 Severability.

In case any one or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 10.04 No Personal Liability Of Officials Of City.

No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes or the execution and delivery of the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement.

Section 10.05 Counterparts.

This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 10.06 Governing Law.

The laws of the State shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder.

Section 10.07 Notices.

(a) Except as otherwise provided in this Indenture all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Chief Financial Officer's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Chief Financial Officer; if to the Trustee, at _____, Attention: _____; if to the Remarketing Agent, other than with respect to tenders, at the address designated to the City by the Remarketing Agent, and, with respect to tenders, at such other or similar address as shall be designated to the City by the Remarketing Agent; and if to the Bank, at _____, Attention: _____. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, facsimile or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any successor Trustee, (ii) the termination or expiration of the Letter of Credit, (iii) the delivery of an Alternate

Letter of Credit as provided in Section 5.04 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement or the Remarketing Agreement which, in the opinion of the City or the Trustee, is deemed to be a material change, (vi) any replacement of the Remarketing Agent, (vii) any defeasance, redemption or purchase for cancellation of all the Notes or (viii) any change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable), directly to: Moody's Investors Service, 99 Church Street, New York, New York 10007, Attention: Structured Finance Group, and to Standard and Poor's, Attention: Structured Finance Group, and to Standard and Poor's, Attention: Municipal Department, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

Section 10.08 Business Days And Times.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 10.09 Repealer.

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

In Witness Whereof, The City of Chicago has caused this Indenture to be executed by its Chief Financial Officer, attested by its City Clerk and its corporate seal to be affixed hereto; and _____, as Trustee, has caused this Indenture to be executed by one of its Authorized Signatories, attested by one of its Authorized Signatories and its corporate seal to be affixed hereto, all as of the day and year first above written.

City of Chicago

[Seal]

By: _____
Chief Financial Officer

Attest:

City Clerk

As Trustee

[Seal]

Title:

Attest:

Title:

(Sub)Exhibit "A" referred to in this Trust Indenture reads as follows:

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

(Form Of Note)

A. Forms Generally. The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this (Sub)Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of indentification (including identifying numbers and letters of the Committee on uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form Of Note.

[Front Side]

Registered Number
_____

Principal Amount
$ _____

C.U.S.I.P. Number
_____

United States Of America

State Of Illinois

City Of Chicago

General Obligation Tender [Equipment] Note,

Series 1998.

Maturity Date:

Date Of Original Issue:

Interest Rate Determination Method:

Interest Rate (Fixed Rate Only):

Registered Owner:

Principal Amount:

The City of Chicago (the "City") hereby acknowledges itself to owe and, for value received hereby promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to herein as the "Noteholder") on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or is

purchased as provided herein and in the Indenture as hereinafter defined, upon the presentation and surrender hereof set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount or redemption price has been made or duly provided for at the rates determined in the manner and on the dates set forth herein. The principal, purchase price and redemption price of this Note are payable at the principal corporate trust office of _____, in the City of Chicago, Illinois, or its successors or assigns, as Trustee (the "Trustee"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Trustee in the manner provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

In Witness Whereof, The City of Chicago has caused the seal of the City to be impressed or reproduced hereon and this Note to be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

City of Chicago

_____

Mayor,
City of Chicago

[Seal]

Attest:

_____
City Clerk,
City of Chicago

Dated:

Certificate Of Authentication.

This is to certify that this Note is one of the Notes described in the within mentioned Indenture.

_____
as Trustee

By: _____
Authorized Signature

Date: _____

[D.T.C. Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate 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

[Form Of Note -- Reverse Side]

1. Authorization. This Note is one of the duly authorized General Obligation Tender [Equipment] Notes, Series 1998 of the City of Chicago (the "Notes"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of _____, 1998, from the City to the Trustee (the "Indenture"), for the purpose of providing funds to pay amounts appropriated for [Corporate Fund, Chicago Public Library Fund (Maintenance and Operation), Chicago Public Library Fund (Building and Sites) and City Relief Fund (General Assistance) purposes] [to finance the acquisition of capital equipment by the City] for the year 1998.

2. Definitions. Any term used herein but not defined herein shall be defined as in the Indenture.

3. Source of Payments. The City has caused to be delivered to the Trustee an irrevocable letter of credit (the "Letter of Credit") of _____ (the "Bank", in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Trustee shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Trustee to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount sufficient to pay accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Trustee to pay the portion of the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Trustee of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources except to the extent the City's authority to levy property taxes in any year is limited by the Tax Limitation Ordinance (as defined in the Indenture), and each such Note shall be payable from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on the Notes will be paid at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate as determined by the City in accordance with the provisions of the Indenture. The City, acting through its Chief Financial Officer, or in certain cases, the Remarketing Agent, may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below). Distinct portions of the

aggregate principal amount of the Notes (a "Sub-series") may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one or more other distinct portions of the aggregate principal amount of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate, and in addition, distinct Sub-series of the Notes bearing interest at a Short-Term Intermediate Rate may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods, all as set forth in the Indenture.

When interest is payable at a Weekly Rate or Short-Term Intermediate Rate it will be computed on the basis of the actual number of days elapsed over a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable, and when payable at a Fixed Rate, on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

5. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest has been paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") set forth in the second column will be paid on the date (an "Interest Payment Date") set forth in the third column to Noteholders of record on the date (a "Record Date") set forth in the fourth column:

Rate	Interest Period	Interest Payment Date	Record Date
Weekly	From any Interest Payment Date or the first day on which the Notes (or Sub-series, if applicable) bear interest at a Weekly Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day Before the Interest Payment Date
Short-Term Intermediate	From 1 to 366 days as determined for the Notes (or Sub-series, if applicable) pursuant to the Indenture("Short-Term Intermediate Rate Period	First Business Day immediately following the applicable Short term Intermediate Period and at maturity	Last Business Day before the Interest Payment Date

Rate	Interest Period	Interest Payment Date	Record Date
Fixed	From any Interest Payment Date or the first day on which the Notes (or Sub-series, if applicable) bear interest at a Fixed Rate through each succeeding January 30 or July 30	The day following the end of the Interest Period	The fifteenth day of January or July preceding the Interest Payment Date

The term "Business Day" is defined in the Indenture.

6. Method of Payment. Noteholders must surrender Notes to the Trustee to collect principal or the redemption price (see "Tenders" below). All payments of interest on the Notes shall be paid by the Trustee to Noteholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, in immediately available funds pursuant to instructions given in accordance with the provisions of the Indenture, or if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled thereto at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal and interest will be paid in monies 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 Notes is due on a day other than a Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the purchase of a Note under the provisions of this paragraph 7 at one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase.

(a) Optional Weekly Rate Tender. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, a holder of a Note may tender the Note or

applicable) is payable at a Weekly Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is in an Authorized Denomination, by delivering:

(i) an irrevocable written notice to the Trustee and the Remarketing Agent (see addresses below) by 4:00 P.M., New York City time, on a Business Day, stating the principal amount of the Note and the purchase date (which must be a Business Day at least seven (7) days after delivery of such notice to the Remarketing Agent); and

(ii) the Note to the Trustee (see address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below), or while the Notes are in book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made.

Notes Not So Tendered On The Applicable Optional Tender Date Pursuant To Paragraph (a) Above Shall Be Deemed Tendered By The Noteholder Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(b) Mandatory Tenders. The Notes (or Sub-series, if applicable) are required to be tendered to the Trustee for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Noteholders Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(i) Mandatory Tender on each Interest Payment Date During Short-Term Intermediate Rate Period. When the Notes (or Sub-series, if applicable) bear interest at a Short-Term Intermediate Rate, such Notes shall be subject to mandatory tender as provided above on the Interest Payment Date for such Notes. If Notes are also subject to mandatory tender under paragraph (ii) below, the mandatory tender will be governed by that paragraph and not this paragraph.

(ii) Mandatory Tender Upon a Change in the Interest Rate Determination Method for the Notes. On the effective date of a change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) such Notes are subject to mandatory tender as provided above on the effective date of such change.

(c) Payment of Purchase Price. The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, the Note must conform in all respects to the description contained in the applicable notice delivered by the Noteholder pursuant to paragraph 7(a)(i) above, and must be physically delivered to the Trustee properly endorsed for transfer, or while the Notes are in book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made. Any Note delivered to the Trustee must be accompanied by an instrument of transfer executed in blank by the Noteholder with the signature of such Noteholder guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc.. The Trustee may refuse to accept tender of a Note delivered to the Trustee if a proper instrument of transfer is not provided.

(d) Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices to
Remarketing Agent:

Notes (if applicable) and
Notices to Trustee:

These addresses may be changed by notice mailed by first class mail to the Noteholders at their addresses shown in the registration books maintained by the Trustee.

(e) Effect of Redemption or mandatory Tender. Notes optionally tendered for purchase on a date after a call for redemption but before the redemption date, and Notes optionally tendered for purchase before a mandatary tender date, shall be purchased pursuant to the optional tender.

8. Redemption of Notes Prior to Maturity. All redemptions will be made at a redemption price equal to one hundred percent (100%) of the principal amount of the notes being redeemed plus interest, if any, accrued to the redemption date, as follows:

(a) Optional Redemption. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, such Notes may be redeemed in whole or in part at the option of the City on the first Business Day of any month. The Notes (or Sub-series, if applicable) are not subject to optional redemption during any Short-Term Intermediate Rate Period or any Fixed Rate Period.

(b) Mandatory Redemption for Failure to Reinstate the Letter of Credit upon and

Event of Default under the Reimbursement Agreement or not more than sixty (60) Days following the last Date for Payment of Taxes. All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives notice from the Bank not later than ten (10) calendar days from the date of a drawing that the Letter of Credit in respect of the Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, (ii) in the event the Trustee receives notice from the Bank that an event of default has occurred under the Reimbursement Agreement or (iii) not more than sixty (60) days following the last date for payment without interest or penalty of the taxes levied to pay the amounts appropriated for the funds to which the proceeds of the Notes were deposited.

(c) Notice of Redemption. Notice of the redemption of Notes shall be given by the Trustee by first class mail to each Noteholder at his or her address shown on the registration books of the Trustee: (i) in the case of the redemption of Notes pursuant to paragraph 8(a) hereof and clause (iii) of paragraph 8(b) hereof, not less than thirty (30) days not more than sixty (60) days prior to the redemption date, and (ii) in the case of the redemption of Notes pursuant to clause (i) or (ii) of paragraph 8(b) hereof, not less than five (5) days not more than ten (10) days after the receipt by the Trustee of the notice from the Bank described in clause (i) or (ii) of paragraph 8(b) hereof. Failure to give any required notice of optional redemption as to any Notes or any defect therein shall not affect the validity of the call for redemption of any Notes in respect of which no failure or defect occurs. Failure to give any required notice by mail of mandatory redemption of any Notes or any defect therein shall not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) Effect of Notice of Redemption. When notice of redemption is given as required. Notes (or portions thereof) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on the Notes (or portions thereof) to be redeemed shall cease to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The Notes are issuable in fully registered form in Authorized Denominations. A holder may transfer or exchange Notes in accordance with the Indenture. The Trustee may exchange Notes in accordance with the Indenture. The Trustee may require a Noteholder, 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. The Notes may be exchanged for other Notes at the principal office of the Trustee upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered Noteholder of this Note shall be treated as the owner of this Note for all purposes.

11. Unclaimed Money. If monies for the payment of principal, interest or purchase

price remain unclaimed for two (2) years, the Trustee will, upon the request of the City and with the consent of the Bank, pay such monies to or for the account of the City. Thereafter, Noteholders entitled to such monies must look only to the City and not to the Trustee or the Bank for payment.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of sixty percent (60%) in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City and the Trustee may enter into amendments or supplements to the Indenture as provided in the Indenture to, among other purposes, cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and at the written request of a majority in aggregate principal amount of the Notes shall, declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in aggregate principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. No member, official, officer, agent or employee, as such, of the City shall have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. Authentication. This Note shall not be valid until the Trustee executes the certificate of authentication on this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as Ten . Com. (= tenants in common), Ten. Ent. (= tenants by the entireties), Jt. Ten. (= joint tenants with right of survivorship and not as tenants in common), Cust. (= Custodian), U.G.M.A. (= Uniform Gifts to Minors Act).

[Form Of Assignment]

I or we assign and transfer to:

Insert social security or other
identifying number of assignee

[_____]

[_____] _____

_____

_____

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint _____ as agent to transfer this Note on the books of the City. The agent may substitute another to act for such agent.

Dated: _____

Signed: _____

(Sign exactly as name appears on the other side of this Note)

Signature guaranteed: _____

Exhibit "B".

Capital Equipment To Be Purchased.

Computer Equipment	$30,000,000
Fire Vehicles and Equipment	6,000,000
Police Vehicles and Equipment	4,700,000
Refuse Carts	4,800,000
Fleet Equipment and Vehicles	15,500,000
Revenue Parking Operations Equipment	4,000,000

Chicago Public Library Books and Equipment	10,000,000
Department of Water Vehicles and Equipment	10,000,000
TOTAL:	$85,000,000

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, PROJECT AND REFUNDING SERIES 1998 AND LEVY OF DIRECT ANNUAL TAX.

The Committee on Finance submitted the following report:

CHICAGO, December 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 General Obligation Bonds, Project and Refunding Series 1998, and for the levy of an annual tax sufficient to pay the principal of and interest on the bonds in an amount not to exceed $325,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Alderman Burke abstained from voting pursuant to Rule 14.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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 body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City has heretofore issued its (i) General Obligation Adjustable Rate Bonds, Series 1988A, 1988B and 1988C, which were converted to bear interest at fixed rates on April 1, 1992 and are currently outstanding in the aggregate principal amount of Thirty-seven Million Five Hundred Thousand Dollars ($37,500,000) (the "Series 1988 Bonds"), (ii) General Obligation Bonds, Project Series of 1991, dated December 1, 1991, which are currently outstanding in the aggregate principal amount of Seventeen Million Three Hundred Ninety-five Thousand Dollars ($17,395,000) (the "Series 1991 Bonds"), (iii) General Obligation Bonds, Project Series A of 1992, dated August 1, 1992, which are currently outstanding in the aggregate principal amount of One Hundred Forty-seven Million Three Hundred Seventy Thousand Dollars ($147,370,000) (the "Series 1992 Bonds"), and (iv) General Obligation Bonds, Project Series 1995, which were issued as (A) Current Interest Bonds, dated March 1, 1995 and currently outstanding in the aggregate principal amount of One Hundred Thirty-two Million One Hundred Forty-five Thousand Dollars ($132,145,000) (the "Series 1995 Current Interest Bonds") and (B) Capital Appreciation Bonds, dated March 23, 1995 and currently outstanding in the aggregate original principal amount of Twenty-two Million Ninety-two Thousand Three Hundred Twenty-five and 15/100 Dollars ($22,092,325.15) (the "Series 1995 Capital Appreciation Bonds" and, together with the Series 1988 Bonds, the Series 1991 Bonds, the Series 1992 Bonds and the Series 1995 Current Interest Bonds, the "Prior Bonds"), which Prior Bonds mature and are subject to optional and mandatory redemption as provided in the respective proceedings authorizing the Prior Bonds; and

WHEREAS, It is in the best interest of the inhabitants of the City and necessary for the

welfare of the government and affairs of the City to authorize refunding all or a portion of the Prior Bonds to achieve debt service savings for the City and to restructure debt service of the City's general obligation bonds; and

WHEREAS, It is in best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to finance (i) public right-of-way infrastructure improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvement and replacement, and curb and gutter repair and replacement; (ii) infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, commercial streetscaping, median landscaping, hazardous building demolition, shoreline reconstruction, residential and commercial infrastructure redevelopment and railroad viaduct clearance improvements; (iii) transportation improvements, including street resurfacing, bridge and freight tunnel rehabilitation, traffic signal modernization, new traffic signal installation, intersection safely improvements and transit facility improvements; and (iv) constructing, equipping, altering and repairing various municipal facilities including fire stations, police stations, senior and health centers, and other municipal facilities (collectively the "Capital Improvement Project"); and

WHEREAS, The costs of refunding the Prior Bonds and paying the cost of the Capital Improvement Project is estimated to be not less than Three Hundred Twenty-five Million Dollars ($325,000,000), and the City expects to pay a portion of such costs by borrowing money and issuing its general obligation bonds in the principal amount of not to exceed Three Hundred Twenty-five Million Dollars ($325,000,000) (plus the amount of any original issue discount as herein provided); and

WHEREAS, The City has determined that it is advisable and necessary at this time to authorize the borrowing of the sum necessary for the purposes of (i) refunding all or a portion of the Prior Bonds, (ii) paying costs of the Capital Improvement Project, including capitalizing such interest on the bonds herein authorized for said purpose as may be necessary, and (iii) paying the expense of issuing the bonds herein authorized for the purposes described herein, and in evidence thereof to authorize the issuance of its General Obligation Bonds, Series 1998 (the "Bonds"), such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

SECTION 1. The City Council, after a public meeting heretofore 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, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. There shall be borrowed on the credit of and for and on behalf of the City the sum of not to exceed Three Hundred Twenty-five Million Dollars ($325,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the Bonds (not to exceed ten percent (10%) of the principal amount thereof) for the purposes aforesaid; that Bonds of the City shall be issued from time to time in said aggregate principal amount, or such lesser amount, as may be determined by the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding said office, the City Comptroller (such officer being referred to herein as the "Chief Financial Officer").

All or any portion of the Bonds may be issued as Bonds payable in one payment on a fixed date ("Capital Appreciation Bonds"). Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the bank or trust company designated by the Chief Financial Officer, or its successor as bond registrar and paying agent (the "Bond Registrar"), and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value at maturity of Five Thousand Dollars ($5,000) or any integral multiple thereof (but no single Bond shall represent Compound Accreted Value maturing on more than one date). As used herein, the "Compound Accreted Value" of a Bond on any date of determination shall be an amount equal to the original principal amount (or integral multiple thereof) plus an investment return accrued to the date of such determination to a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond (the "Yield to Maturity"). Any Capital Appreciation Bonds shall mature on January 1 of each of the years within the limitations set forth below.

Any Bonds not issued initially as Capital Appreciation Bonds (the "Current Interest Bonds") shall be dated such date as shall be agreed upon by the Chief Financial Officer and the purchasers of the Bonds, shall be in fully registered form, shall be in denominations of Five Thousand Dollars ($5,000) each and any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered one (1) and upward.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the "Convertible C.A.B.s") at such time following the initial issuance as shall be approved by the Chief Financial Officer. While in the form of Capital Appreciation Bonds, such Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Current Interest Bonds. The terms and provisions relating to the transfer and exchange of Convertible C.A.B.s for Current Interest Bonds shall be as approved by the Chief Financial Officer at the time of sale of the Convertible C.A.B.s.

The Bonds shall become due and payable on or before January 1, 2028. The aggregate of (a) the principal amount of the Current Interest Bonds payable, whether at maturity or by virtue of mandatory redemption, on any January 1 (after taking into account prior required mandatory redemptions of such Current Interest Bonds) and the interest to accrue thereon for the one (1) year period ending on such January 1 (or such longer or shorter period from the date of issuance of such Current Interest Bonds) and (b) the Compound Accreted Value of any Capital Appreciation Bond payable on such January 1 (the "Maturity Amount"), shall not exceed the applicable amount levied therefor herein. The Current Interest Bonds shall bear interest at a rate or rates and the Capital Appreciation Bonds shall have Yields to Maturity not to exceed ten percent (10%) per annum.

Each Capital Appreciation Bond shall bear interest from its date at the rate per annum compounded semiannually on each January 1 and July 1, commencing on such January 1 or July 1 as determined by the Chief Financial Officer at the time of sale of such Capital Appreciation Bonds, which will produce the Yield to Maturity until the maturity date thereof. Interest in the Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof.

Each Current Interest Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) being payable on the first days of January and July of each year, commencing on such January 1 or July 1, as determined by the Chief Financial Officer at the time of the sale of any of the Current Interest Bonds. Interest on each Current Interest Bond shall be paid to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day of the month next preceding the interest payment date, by check or draft of the Bond Registrar, or, at the option of any registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Current Interest Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the registered owner of such Bonds shall request in writing to the Bond Registrar.

The Compound Accreted Value of the Capital Appreciation Bonds, the principal of the Current Interest Bonds and any redemption premium shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the principal corporate trust office of the Bond Registrar.

Each of the Bonds shall be designated "General Obligation Bond, Project and Refunding Series 1998", with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer at the time of the sale of the Bonds to reflect the purpose of the issue, the order of sale of the Bonds, whether the Bonds are Capital Appreciation Bonds or Current Interest Bonds and any other authorized features of the Bonds determined by the Chief Financial Officer as desirable to be reflected in the title of the Bonds being issued and sold.

The seal of the City shall be affixed to or printed on each of the Bonds, and the Bonds shall be executed by the manual or facsimile signature of the Mayor and the Chief Financial Officer and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 3. (a) Registration and Transfer. The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal corporate trust office of the Bond Registrar, as the registrar for the City in connection with the Bonds. The City is authorized to prepare multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or its attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees (a) in the case of any Capital Appreciation Bond, a new fully registered Capital Appreciation Bond or Bonds of the same maturity of authorized denominations, for a like aggregate original principal amount of Capital Appreciation Bond or Bonds of the same maturity of other authorized denominations, or (b) in the case of any Current Interest Bond, a new fully registered Current Interest Bond or Bonds of the same interest rate and maturity of authorized denominations, for a like aggregate principal amount. Any Capital Appreciation Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate original principal amount of Capital Appreciation Bond or Bonds of the same maturity of other authorized denominations. Any fully registered Current Interest Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Current Interest Bond or Bonds of the same interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and

the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, (a) the aggregate original principal amount of outstanding Capital Appreciation Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized aggregate original principal amount of Capital Appreciation Bonds of such maturity less previous retirements and (b) the principal amount of outstanding Current Interest Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Current Interest Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange (a) any Capital Appreciation Bond after the close of business on the fifteenth (15th) day of the calendar month next preceding the maturity date for such Bond, (b) any Current Interest Bond during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, (c) any Bond after notice calling such Bond for redemption has been mailed, or (d) any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the Compound Accreted Value of, principal of, redemption premium, if any, or interest on any Bond, as appropriate shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid. In the event any of the bonds are registered in the name of a securities depository which uses a book-entry system, the standing of the registered owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Book-Entry Only System. If so determined and directed by the Chief Financial Officer in connection with the sale of any of the Bonds, the Bonds may be issued in book-entry only form. In connection with the issuance of Bonds in book-entry only form, the Chief Financial Officer is authorized to execute and deliver to the book-entry depository selected by the Chief Financial Officer such depository's standard form of representation letter.

(c) Bonds Lost, Destroyed, Et Cetera. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly canceled, the Bond Registrar

may authenticate a new Bond of like date, maturity date, interest rate, denomination and original principal amount (in the case of Capital Appreciation Bonds) or principal amount (in the case of Current Interest Bonds) and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Bond Registrar evidence of such loss or destruction, together with imdemnification of the City and the Bond Registrar, satisfactory to such Bond Register. In the event any lost, destroyed or improperly canceled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the Bond Register shall pay the same without surrender thereof if there shall be first furnished to the Bond Registrar evidence of such loss, destruction or cancellation, together with indemnify, satisfactory to it. Upon the issuance of any substitute Bond, the Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) Redemption. The Bonds may be made subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Current Interest Bonds being redeemed and expressed as a percentage of the Compound Accreted Value of Capital Appreciation Bonds to be redeemed) not to exceed one hundred three percent (103%), plus, in the case of Current Interest Bonds, accrued interest to the date of redemption, as determined by the Chief Financial Officer at the time of the sale thereof. If less than all of the outstanding Bonds are to be optionally redeemed, the Bonds to be called shall be called from such maturities as may be determined by the City and if less than all of a single maturity is so redeemed, then by lot within a maturity in the manner hereinafter provided. Certain of the Current Interest Bonds may be made subject to mandatary redemption, at par and accrued interest to the date fixed for redemption, as determined by the Chief Financial Officer at the time of the sale thereof.

The Current Interest Bonds shall be redeemed only in the principal amount of Five Thousand Dollars ($5,000) each and integral multiples thereof and the Capital Appreciation Bonds shall be redeemed only in amount representing Five Thousand Dollars ($5,000) Maturity Amount and integral multiples thereof. In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount or Maturity Amount (as appropriated) thereof to be redeemed shall be Five Thousand Dollars ($5,000) or an integral multiple thereof and the Bond Register shall assign to each Bond of such maturity a distinctive number for each Five Thousand Dollars ($5,000) principal amount or Maturity Amount (as appropriated) of such Bond and shall select by lot from the numbers so assigned as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the principal amount or Maturity Amount (as appropriate) of such Bonds to be redeemed. The Bonds to be redeemed shall be those to which were assigned numbers to be redeemed. The Bonds to be redeemed shall be those to which were assigned numbers so selected; provided; that only so much

of the principal amount or Maturity Amount (as appropriate) of each Bond shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount or Maturity Amount (as appropriate) of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions thereof to be redeemed shall be selected not more than sixty (60) days prior to the redemption date by the Bond Registrar.

In connection with any mandatory redemption of Bonds as authorized above, the principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Chief Financial Officer may determine. In addition, on or prior to the sixtieth (60^{th}) day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Chief Financial Officer shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date.

The Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount or Maturity Amount (as appropriate) thereof to be redeemed.

SECTION 4. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than forty-five (45) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

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

(5) 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 Bond Registrar; and

(6) such other information as shall be deemed necessary by the Bond Registrar at the time such notice is given to comply with law, regulation or industry standard.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of monies sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear, accrue or compound interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption (i) of any Current Interest Bond, there shall be prepared for the registered owner a new Current Interest Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal or (ii) of any Capital Appreciation Bond, there shall be prepared for the registered owner a new Capital Appreciation Bond or Bonds of the same Yield to Maturity and maturity date in the amount of the unpaid Maturity Amount.

If any Current Interest Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Current Interest Bond, or portion thereof, so called for redemption. If any Capital Appreciation Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the Compound Accreted Value at such redemption date shall continue to accrue interest from such redemption date at the Yield to Maturity borne by the Capital Appreciation Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

SECTION 5. The Capital Appreciation Bonds and the current Interest Bonds

shall be prepared in substantially the following forms with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Bonds pursuant to Section 12 hereof; provided, however, that if the text of any Bond is to be printed in printed in its entirety on the front side of such Bond, then the text shown or appearing on the reverse side of such Bond shall replace paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted.

[Form Of Capital Appreciation Bond -- Front Side]

_____
Registered Number

$_____
Compound Accreted Value at Maturity ("Maturity Amount")

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond

Project And Refunding Series 1998.

See Reverse Side for Additional Provisions

Maturity Date	Yield To Maturity	Original Principal Amount Per $5,000 Maturity Amount	Dated Date	C.U.S.I.P.

Registered Owner:

(1) The City of Chicago (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns

as hereinafter provided, on the Maturity Date identified above, the Maturity Amount identified above. The amount of interest payable on this Bond on the Maturity Date hereof is the amount of interest accrued from the Dated Date hereof at a semiannual compounding rate necessary to produce the Original Yield to Maturity set forth above, compounded semiannually on each January 1 and July 1, commencing _____1, 199__. The Maturity Amount of this Bond is payable in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of _____, Chicago, Illinois, or its successor, as bond registrar and paying agent (the "Bond Registrar"). The compound Accreted Value of this Bond per Five Thousand Dollar ($5,000) Maturity Amount on January 1 and July 1 of each year, commencing _____ 1, 199_, determined by the semiannual compounding described in this paragraph shall be as set forth in the Table of Compound Accreted Value Per Five Thousand Dollars ($5,000) of Compound Accreted Value at Maturity on the reverse side hereof.

(2) reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

(3) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the Maturity Amount hereof at maturity, subject to the provisions of the Tax Limitation Ordinance (as defined herein).

(4) This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

(5) In Witness Whereof, Said City of Chicago by its City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signatures of the Mayor and Chief Financial Officer and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor,
City of Chicago

Attest:

(Facsimile Signature)
City Clerk,
City of Chicago

(Facsimile Signature)
Chief Financial Officer,
City of Chicago

Date of Authentication: _____ , ____.

Certificate Of Authentication.

This Bond is cne of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Project and Refunding Series 1998, of the City of Chicago.

By: (Manual Signature)
Authorized Officer

[Form Of Capital Appreciation Bond -- Reverse Side]

City Of Chicago

General Obligation Bond,

Project And Refunding Series 1998.

(6) For the prompt payment of the Maturity Amount of this Bond as the Same becomes due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged, except to the extent that the City's authority to levy property taxes in any year is limited by the provisions of the Chicago Property Tax Limitation Ordinance, adopted by the City Council of the City on March 8, 1993, as heretofore or hereafter amended (the "Tax Limitation Ordinance").

(7) This Bond is one of a series of Bonds aggregating the original principal amount

of $_____ issued pursuant to the constitutional home rule powers of the City for the purposes of (i) refunding certain outstanding General Obligation Bonds of the City (the "Prior Bonds"), (ii) paying costs of the Capital Improvement Project described in the hereinafter defined Bond Ordinance and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council on _____ __, 1997 (the "Bond Ordinance").

(8) The Bonds maturing on or after January 1, ____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____1, ___, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinunder provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the Compound Accreted Value of the Bonds to be redeemed) set forth below:

Dates Of Redemption	Redemption Price

(9) In the event of the redemption of less than all the Bonds of like maturity the aggregate Maturity Amount thereof to be redeemed shall be Five Thousand Dollars ($5,000) or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each Five Thousand Dollars ($5,000) Maturity Amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the Maturity Amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the Maturity Amount of each Bond shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected.

(10) Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

(11) This Bond is transferable by the Registered Owner hereof in person or by its

attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same maturity and for the same aggregate Original Principal Amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding the Maturity Date for this Bond, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

(12) The Bonds are issued in fully registered form in Original Principal Amounts representing Five Thousand Dollars ($5,000) Maturity Amount or any integral multiple thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate Original Principal Amount of Bonds of the same maturity, upon the terms set forth in the Bond Ordinance.

(13) The City and the Bond Registrar 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 Maturity Amount hereof and redemption premium, if any, hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * * * *

Table Of Compound Accreted Value

Per $5,000 Of Compound Accreted Value At Maturity.

* * * * *

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto _____

_____

_____

(Name and Address Of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

attorney to transfer the said 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.

[Form Of Current Interest Bond -- Front Side]

Registered Number

_____

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond

Project And Refunding Series 1998.

Interest	Maturity	Dated	
Rate: ___%	Date: January 1, __	Date: _____, 199_	C.U.S.I.P.:_____

Registered Owner:

Principal Amount:

(1) The City of Chicago (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns

as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each commencing _____ 1, 199__, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of _____, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the fifteenth (15th) day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the Registered Owner hereof shall request in writing to the Bond Registrar.

(2) Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

(3) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity, subject to the provisions of the Tax Limitation Ordinance (as defined herein).

(4) This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

(5) In Witness Whereof, Said City of Chicago by its City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signatures of the Mayor and Chief Financial Officer and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor,
City of Chicago

Attest:

(Facsimile Signature)
City Clerk,
City of Chicago

(Facsimile Signature)
Chief Financial Officer,
City of Chicago

Date of Authentication:_____ , ____.

Certificate Of Authentication.

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Project and Refunding Series 1998, of the City of Chicago.

By:(Manual Signature)
Authorized Officer

[Form Of Current Interest Bond -- Reverse Side]

City Of Chicago

General Obligation Bond,

Project And Refunding Series 1998.

(6) For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for the purpose, the full faith, credit and resources of the City are hereby irrevocable pledged, except to the extent that the City's authority to levy property taxes in any year is limited by the provisions of the Chicago Property Tax Limitation Ordinance, adopted by the City Council of the City on March 8, 1993, as heretofore or hereafter amended (the "Tax Limitation Ordinance").

(7) This Bond is one of a series of Bonds aggregating the principal amount of

$_____ issued pursuant to the constitutional home rule powers of the City for the purpose of (i) refunding certain outstaying General Obligating Bonds of the City (the "Prior Bonds"), (ii) paying costs of the Capital Improvement Project described in the hereinafter defined Bond Ordinance and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council on _____ __, 1997 (the "Bond Ordinance").

(8) The Bonds maturing on or after January 1, _____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, _____, and if less than all the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided, the bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates Of Redemption	Redemption Price

(9) The bonds maturing on January 1, ____, are subject to mandatory redemption prior to maturity on January 1 of the years ____ to _____, inclusive, and the Bonds maturing on January 1, ____, are subject to mandatory redemption prior to maturity on January 1 of the years _____ to _____, inclusive, in each case at par and accrued interest to the date fixed for redemption.

(10) In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount thereof to be redeemed shall be Five Thousand Dollars ($5,000) or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each Five Thousand Dollar ($5,000) principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected.

(11) Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any

other Bond. When so called for redemption, this Bond shall cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

(12) This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date for this Bond and ending on such interest payment date, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

(13) The Bonds are issued in fully registered form in the denomination of Five Thousand Dollars ($5,000) each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

(14) The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto _____

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

attorney to transfer the said 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.

SECTION 6. Each Bond shall be a direct and general obligation of the City for the payment of which (as to Compound Accreted Value, principal, interest and redemption premium, if any as appropriate) the City pledges its full faith and credit, except to the extent that the City's authority to levy property taxes in any year is limited by the provisions of the Chicago Property Tax Limitation Ordinance, adopted by the City Council on March 8, 1983, as heretofore or hereafter amended. Each Bond shall be payable (as to Compound Accreted Value, principal, interest and redemption premium, if any, as appropriate) from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 7 hereof).

SECTION 7. For the purpose of providing the funds required to pay the principal of and interest on the Bonds (including the Compound Accreted Value of any Capital

Appreciation Bonds) promptly as the same become due, there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of:
1997	$34,500,000
1998	34,500,000
1999	34,500,000
2000	34,500,000
2001	34,500,000
2002	34,500,000

For The Year	A Tax Sufficient To Produce The Sum Of:
2003	$34,500,000
2004	34,500,000
2005	34,500,000
2006	34,500,000
2007	34,500,000
2008	34,500,000
2009	34,500,000
2010	34,500,000
2011	34,500,000
2012	34,500,000
2013	34,500,000
2014	34,500,000
2015	34,500,000
2016	34,500,000
2017	34,500,000
2018	34,500,000
2019	34,500,000
2020	34,500,000
2021	34,500,000
2022	34,500,000
2023	34,500,000

For The Year	A Tax Sufficient To Produce The Sum Of:
2024	$34,500,000
2025	34,500,000
2026	34,500,000

; provided, that the levies set forth above shall be reduced and abated by the Chief Financial Officer in connection with the sale of the Bonds as provided in Section 12 hereof.

The term "Pledged Taxes" shall mean (i) the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Bonds and (ii) the proceeds of taxes levied for the year 1998 for the payment of the Prior Bonds to the extent such tax collections are not necessary for the payment of the Prior Bonds due to the refunding thereof as authorized herein, and the term "Pledged Taxes" shall also include any amounts deposited into the hereinafter defined Bond Fund or deposited with the hereinafter described Escrow Agent by the Chief Financial Officer for the purpose of paying principal of and interest on the Bonds and any accrued interest received and deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established pursuant to Section 9 hereof.

SECTION 8. The City shall appropriate amounts sufficient to pay principal of and interest on the Bonds for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out or the provisions of this section, but, if for any such year it fails to do so, this ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 9. The Chief Financial Officer is authorized to establish a special account, if determined to be necessary in connection with the sale of any of the Bonds, separate and segregated from all other funds and accounts of the City, which shall either be (i) held by the Chief Financial Officer (the "Bond Fund") or (ii) maintained with a bank or trust company to be designated by the Chief Financial Officer (the "Ad Valorem Tax Escrow Account") pursuant to an escrow agreement (the "Ad Valorem Tax Escrow Agreement"), between the City and the Escrow Agent named therein ("Ad Valorem Tax Escrow Agent"), and the Mayor, the Chief Financial Officer and the City Clerk, or any of them, are hereby authorized to execute and deliver an Ad Valorem Tax Escrow Agreement in connection with any sale of the Bonds in such form as the officers so executing may deem appropriate in accordance with the provisions of this ordinance.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, such Ad

Valorem Tax Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of such taxes directly into the Ad Valorem Tax Escrow Account, if such Account has been created.

SECTION 10. In the event that the Pledged Taxes to be applied to the payment of the Bonds are not available in time to make any payments of principal of or interest on the Bonds when due, then the fiscal officers of the City are hereby directed to make such payments from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such Pledged Taxes and when the proceeds thereof are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Bonds as the same become due.

SECTION 11. A copy of this ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks") and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1998, to and including 2026, to extend the taxes levied pursuant to Section 7 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this ordinance, duly certified by the City Clerk, shall also be filed with the Ad Valorem Tax Escrow Agent, if any, the Bond Registrar, and if the County Collectors of Cook and DuPage Counties are authorized to deposit the proceeds of the taxes levied pursuant to Section 7 hereof directly with the Ad Valorem Tax Escrow Agent pursuant to Section 9 hereof, with such County Collectors.

SECTION 12. The Chief Financial Officer is hereby authorized to sell all or any portion of the Bonds from time to time, with the concurrence of the Chairman of the Committee on Finance of the City Council, on such terms as he may deem to be in the best interests of the City; provided that the principal amount of and the interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds) sold of each maturity (after taking into account mandatory redemptions) shall not exceed the amount levied therefor as specified in Section 7 hereof. The Bonds may be sold from time to time as the Chief Financial Officer shall determine that the proceeds of such sales are needed.

Subsequent to each such sale, the Chief Financial Officer shall file in the office of the City Clerk a notification of sale directed to the City Council identifying the underwriters of the Bonds (the "Underwriters") and the Bond Registrar, the terms of the sale, the amount of the Bonds being sold as Capital Appreciation Bonds and the amount of the Bonds being sold as Current Interest Bonds, the Bonds being sold as Convertible C.A.B.s and the terms and provisions relating to the transfer and exchange of Convertible C.A.B.s for Current Interest Bonds, the date of the Bonds sold, the aggregate principal amount of Bonds sold, the specific maturities and amounts of the

Prior Bonds to be refunded with proceeds of the Bonds, the date on and price at which the Prior Bonds shall be redeemed (if such redemption shall occur prior to maturity), the disposition of the taxes levied for the year 1998 for the payment of the Prior Bonds as authorized by Section 15 hereof, the principal amount of Bonds maturing and mandatorily redeemable in each year, the optional redemption provisions applicable to the Bonds sold, the original principal amounts of and Yields to Maturity on the Capital Appreciation Bonds being sold, a table of Compound Accreted Values per Five Thousand Dollar ($5,000) Compound Accreted Value at Maturity for any Capital Appreciation Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bonds on each semiannual compounding date, the interest rate or rates on the Current Interest Bonds sold, and the information regarding the title of the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the purchaser or purchasers in accordance with the terms of sale.

The Chief Financial Officer is hereby authorized and directed to cause all necessary notices of redemption of the Prior Bonds selected for refunding as provided above in accordance with the terms of the ordinance authorizing the Prior Bonds.

The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver a contract of purchase with respect to each sale of all or a portion of the Bonds in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The compensation paid to the Underwriters in connection with any sale of Bonds shall not exceed three percent (3%) of the principal amount of the Bonds being sold.

In connection with any sale of the Bonds, the Chief Financial Officer is hereby authorized to obtain a policy of bond insurance from a recognized bond insurer selected by the Chief Financial Officer, if said Chief Financial Officer determines such bond insurance to be desirable in connection with such sale of the Bonds. The Chief Financial Officer may, on behalf of the City, make covenants with such bond insurer that are not inconsistent with the provisions of this ordinance and are necessary to carry out the purposes of this ordinance.

In connection with any sale of the Bonds, the Mayor or the Chief Financial Officer is hereby authorized to obtain a letter of credit, line of credit or similar credit facility (each herein called a "Credit Facility") with one (1) or more financial institutions. The Mayor or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the City in connection with the sale of general obligation bonds or notes, but with such revisions in text as the Mayor or the Chief

Financial Officer shall determine are necessary or desirable, the execution thereof by the Mayor or the Chief Financial Officer to evidence this City Council's approval of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed three-quarters of one percent (0.75%) of the average principal amount of such Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the City with respect to the Bonds shall be attached to the notification of sale filed with the City Clerk pursuant to this section. Each such promissory note shall be a general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources, except to the extent that the City's authority to levy property taxes in any year is limited by the Tax Limitation Ordinance. Each such promissory note shall bear interest at a rate not exceeding fifteen percent (15%) per annum. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement, under the seal of the City affixed and attached by the City Clerk or the Deputy City Clerk.

In the event that a portion of the Bonds are sold in any year so as to require the levy of taxes in such year (after taking into account mandatory redemption) less than the amount specified therefor in Section 7 hereof, then the Chief Financial Officer shall, on or prior to December 31 of such year, notify the City Council of the amount of reduction in the amount levied in Section 7 hereof for such year resulting from such sale with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, the Chief Financial Officer shall file in the respective offices of the County Clerks certificates of tax abatement for the year. In the event that upon the final sale of the Bonds, such Bonds have been sold so as to require the levy of taxes in that year or any succeeding year (after taking into account mandatory redemptions) less than the amount specified therefor in Section 7 hereof, then the Chief Financial Officer shall include, in the final notification of sale to the City Council described in the first paragraph of this Section 12, the amount of reduction in the amount levied in Section 7 hereof for that year and any succeeding year resulting from such sale with lesser maturities (after taking into account mandatory redemptions) or lesser payments of interest and, in addition, the Chief Financial Officer shall file in the respective offices of the County Clerks certificates of tax abatement for such year or years. In the event any of the Bonds are not to be sold and issued as provided herein, the corresponding taxes herein levied to pay debt service thereon shall be abated in full. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to Section 7 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the then-current sale of the Bonds or the non-issuance thereof, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

The preparation, use and distribution of a preliminary official statement and an official statement relating to each sale and issuance of the Bonds are hereby ratified and approved. The Mayor and Chief Financial Officer are each hereby authorized to

execute and deliver an official statement relating to each sale and issuance of the Bonds on behalf of the City. The preliminary official statement and official statement herein authorized shall be in substantially the forms previously used for general obligation financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the City and the parties to the financing.

The Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15 (c)2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

The Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the purchasers in accordance with the terms of sale.

SECTION 13. The proceeds from the sale of any of the Bonds shall be used as follows:

(a) The sum representing the accrued interest received from any such sale shall be used to pay the first interest becoming due on the Bonds sold, and to that end, shall be deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established.

(b) From the sale proceeds derived from time to time of the Bonds, (i) such sum as may be determined by the Chief Financial Officer to be necessary to pay not more than three (3) years of interest on the Bonds issued to pay costs of the Capital Improvement Project may be used to pay such interest, and to that end, may be deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established, (ii) the sum determined by the Chief Financial Officer to be necessary to pay the costs of the Capital Improvement Project shall be set aside, held and invested at the direction of the Chief Financial Officer as

separate funds of the City pending such payment, (iii) the sum determined by the Chief Financial Officer to be sufficient to pay the Prior Bonds being refunded at or prior to their respective maturities, at a price of par, the applicable redemption premium and accrued interest thereon up to and including said redemption or maturity dates shall be deposited into the debt service fund established for the Prior Bonds or into a "Refunded Bonds Escrow Account" to be held by a bank or trust company to be designated by the Chief Financial Officer pursuant to the terms of an escrow agreement (the "Refunding Escrow Agreement"), and the Mayor, the Chief Financial Officer and the City Clerk, or any of them, are hereby authorized to execute and deliver the Refunding Escrow Agreement in such form as the officer so executing shall deem appropriate to effect the refunding described in this paragraph. Notwithstanding any provision of the Municipal Code of Chicago, investments acquired with proceeds of the Bonds or investment income thereon may mature beyond one (1) year from the date of acquisition.

(c) From the sale proceeds of the Bonds not applied as provided in paragraphs (a) and (b) above, the amount deemed necessary by the Chief Financial Officer shall be applied to the payment of the costs of issuance of the Bonds, including the premium or fee for bond insurance or other credit enhancement, if any, and any unexpended portion of the sale proceeds shall be paid to the City.

SECTION 14. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one (1) or more agreements with counterparties selected by the Chief Financial Officer, the purpose of which is to reduce the City's interest cost with respect to the Bonds, or to reduce the City's exposure to fluctuations in the interest rate or rates payable on the Bonds or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Bonds issued hereunder (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such agreement shall constitute operating expenses of the City payable from any monies, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not

constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 14 shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

SECTION 15. The taxes levied for the year 1998 for the payment of the Prior Bonds may, at the direction of the Chief Financial Officer, (i) be collected and applied to the payment of the Bonds, (ii) be collected and applied to the payment of the costs of any capital projects for which funds have been lawfully appropriated or (iii) be abated. The Chief Financial Officer is hereby directed to prepare and file with the County Clerks of the Counties of Cook and DuPage, Illinois, a certificate of reduction of taxes heretofore levied for the payment of the Prior Bonds selected for refunding by the Chief Financial Officer as provided in Sections 12 and 13 hereof and directing the abatement of the taxes heretofore levied to pay the Prior Bonds being refunded, including the taxes levied for the year 1998, if so determined by the Chief Financial Officer as provided in the preceding sentence.

SECTION 16. The City covenants that it will take no action in the investment of the proceeds of the Bonds which would result in making the interest payable on any of the Bonds subject to federal income taxes by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as heretofore or hereafter amended (the "Code").

The City further covenants that it will act with respect to the proceeds of the Bonds, the earnings on the proceeds of the Bonds and any other monies on deposit in any fund or account maintained in respect of the Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on the Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code, or any successor Internal Revenue Code of the United States of America. The Chief Financial Officer is hereby authorized to execute such agreements as shall be necessary, in the opinion of nationally recognized bond counsel, to evidence the City's compliance with the covenants contained in that paragraph.

SECTION 17. This ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Bonds, including, but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with repect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 18. The Mayor and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds

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

SECTION 19. If requested by the Bond Registrar, the Mayor, Chief Financial Officer and City Clerk are authorized to execute the standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties thereof.

SECTION 20. If payment or provision for payment is made, to or for the registered owners of the Bonds, of the Compound Accreted Value of any Capital Appreciation Bond and the principal of and interest due and to become due on any Current Interest Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar, or the Ad Valorem Tax Escrow Agent as provided in Section 9 hereof, all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of Bonds and any such payment from such monies or obligations. Any Bond shall be deemed to be paid within the meaning of this section when payment of the Compound Accreted Value of any such Capital Appreciation Bond or the principal of any such Current Interest Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity on upon redemption as provided in this ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar, or the Ad Valorem Tax Escrow Agent as provided in Section 9 hereof, in trust and exclusively for such payment, (1) monies sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; or (C) instruments evidencing on ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in

suchamounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient monies to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times 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 ordinance, except for the purpose of registration, transfer and exchange of Bonds and any such payment from such monies or obligations.

No such deposit under this section shall be made or accepted hereunder and no use made of any such deposit unless the Bond Registrar or the Escrow Agent, as the case may be, shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the code or any successor provisions thereto.

Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities, as provided in this section or a defeasance deposit with respect to the Prior Bonds pursuant to the Refunding Escrow Agreement authorized by Section 13(b) hereof, from being subject to a subsequent sale of such escrow securities a and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Bonds or Prior Bonds, as appropriate. Amounts held by the Bond Registrar, the Ad Valorem Tax Escrow Agent or an escrow trustee in excess of the amounts needed so to provide for payment of the defeased Bonds or Prior Bonds, as appropriate, may be subject to withdrawal by the City. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver form time to time one (1) or more agreements with counterparties selected by the Chief Financial Officer, with respect to the investment and use of such excess amounts held by the Bond Registrar, the Ad Valorem Tax Escrow Agent or escrow trustee.

SECTION 21. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling; provided, that nothing contained in this ordinance shall in any way amend, limit or repeal the provisions of the Tax limitation Ordinance. 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 effect any of the other provisions of this ordinance.

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

publication as provided herein.

AUTHORIZATION FOR ISSUANCE OF SALES TAX REVENUE BONDS, SERIES 1998.

The Committee on Finance submitted the following report:

CHICAGO, December 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 Sales Tax Revenue Bonds, Series 1998, in an amount not to exceed $125,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Alderman Burke abstained from voting pursuant to Rule 14.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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, By virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City of Chicago (the "City") is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to a Trust Indenture, dated as of March 1, 1997 (the "Original Indenture"), between the City and American National Bank and Trust Company of Chicago, as trustee (the "Trustee"), the City has issued and has currently outstanding its One Hundred Seventeen Million Two Hundred Twenty-five Thousand Dollar ($117,225,000) Sales Tax Revenue Bonds, Series 1997, dated March 1, 1997 (the "Series 1997 Sales Tax Revenue Bonds"), for the purpose of paying the cost of certain projects, which Series 1997 Sales Tax Revenue Bonds are payable (i) first, from (a) all collections distributed to the City of those taxes imposed by the City pursuant to its home rule powers as currently authorized by the Home Rule Municipal Retailer's Occupation Tax Act of the State, as amended, the Home Rule Municipal Service Occupation Tax Act of the State, as amended, and the Home Rule Municipal Use Tax Act of the State, as amended, or any successor or substitute law, ordinance or other legislation subsequently enacted (which taxes are currently imposed by the City pursuant to Sections 3-40-010, 3-40-430 and 3-28-030, respectively, of the Municipal Code of Chicago (1990), as amended), or successor or substitute taxes therefor as provided by law in the future and (b) all collections by the City of taxes imposed by the City pursuant to its home rule powers upon the privilege of using in the City certain items of tangible personal property purchased at retail from a retailer located outside the corporate limits of the City as currently authorized by Section 8-11-6(b) of the Illinois Municipal Code, as amended (which tax is currently imposed by the City pursuant to Section 3-27-030 of the Municipal Code of Chicago (1990), as amended) or successor or substituted taxes therefor as provided by law in the future (collectively, the "Home Rule Sales Tax Revenues") and (ii) second, and only in the event of the insufficiency or unavailability of sufficient Home Rule Sales Tax Revenues to pay debt service on all Bonds authorized and issued under the Original Indenture, as supplemented and amended from time to time, from all collections distributed to the City from those taxes imposed by the State pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailer's Occupation Tax Act, each as supplemented and amended, or successor or substitute taxes therefor as provided by law in the future (the "Local Share Sales Tax Revenues" and, collectively

with the Home Rule Sales Tax Revenues, the "Pledged Sales Tax Revenues"); and

WHEREAS, Section 2.04 of the Original Indenture authorizes the issuance of Additional Bonds (as defined in the Original Indenture) sharing ratably and equally in the Pledged Sales Tax Revenues with the Series 1997 Sales Tax Revenue Bonds upon compliance with the provisions of said section, for the purpose of paying costs of any Project (as defined in the Original Indenture), which Additional Bonds are to be issued pursuant to a Supplemental Indenture executed and delivered as described in the Original Indenture; and

WHEREAS, It is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to finance (i) public right-of-way infrastructure improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvement and replacement and curb and gutter repair and replacement; (ii) infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, commercial streetscaping, median landscaping, hazardous building demolition, shoreline reconstruction, residential and commercial infrastructure redevelopment and railroad viaduct clearance improvements; (iii) transportation improvements, including street resurfacing, bridge and freight tunnel rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements; and (iv) constructing, equipping, altering and repairing various municipal facilities including fire stations, police stations, senior and health centers and other municipal facilities (collectively, the "Series 1998 Capital Program"); and

WHEREAS, The City has heretofore issued its (i) General Obligation Adjustable Rate Bonds, Series 1988A, 1988B and 1988C, which were converted to bear interest at fixed rates on April 1, 1992 and are currently outstanding in the aggregate principal amount of Thirty-seven Million Five Hundred Thousand Dollars ($37,500,000) (the "Series 1988 Bonds"), (ii) General Obligation Bonds, Project Series of 1991, dated December 1, 1991, which are currently outstanding in the aggregate principal amount of Seventeen Million Three Hundred Ninety-five Thousand Dollars ($17,395,000) (the "Series 1991 Bonds"), (iii) General Obligation Bonds, Project Series A of 1992, dated August 1, 1992, which are currently outstanding in the aggregate principal amount of One Hundred Forty-seven Million Three Hundred Seventy Thousand Dollars ($147,370,000) (the "Series 1992 Bonds"), and (iv) General Obligation Bonds, Project Series 1995, which were issued as (A) Current Interest Bonds, dated March 1, 1995 and currently outstanding in the aggregate principal amount of One Hundred Thirty-two Million One Hundred Forty-five Thousand Dollars ($132,145,000) (the "Series 1995 Current Interest Bonds") and (B) Capital Appreciation Bonds, dated March 23, 1995 and currently outstanding in the aggregate original principal amount of Twenty-two Million Ninety-two Thousand Three Hundred Twenty-five and 15/100 Dollars ($22,092,325.15) (the "Series 1995 Capital Appreciation Bonds" and, together with the Series 1988 Bonds, the Series 1991 Bonds, the Series 1992 Bonds and the Series 1995 Current Interest Bonds, the "Prior

Bonds"), which Prior Bonds mature and are subject to optional and mandatory redemption as provided in the respective proceedings authorizing the Prior Bonds; and

WHEREAS, It is in the best interests of the inhabitant of the City and necessary for the welfare of the government and affairs of the City to authorize the refunding of all or such portion of the Prior Bonds as shall be determined pursuant to Section 3(d) hereof to restructure the City's debt service obligations or to achieve debt service savings (the "Refunding", and collectively with the Series 1998 Capital Program, the "Series 1998 Project"); and

WHEREAS, The cost of the Series 1998 Project is estimated to be not more than One Hundred Twenty-five Million Dollars ($125,000,000) and the City expects to pay such cost by borrowing such money and issuing Additional Bonds pursuant to the Original Indenture in evidence thereof as hereinafter provided, said Additional Bonds to be payable from the Pledged Sales Tax Revenues as set forth in the Original Indenture; and

WHEREAS, The Series 1998 Project constitutes a "Project" as such term is defined in the Original Indenture; and

WHEREAS, The City has determined that it is advisable and necessary at this time to authorize the borrowing of the sum necessary for the purposes of (i) paying costs of the Series 1998 Project, (ii) capitalizing such interest on the Series 1998 Bonds determined to be necessary as provided herein, (iii) funding a debt service reserve fund to the extent determined to be necessary as provided herein and (iv) paying the expenses of issuing the bonds herein authorized, and in evidence thereof to authorize the issuance of its Sale Tax Revenue Bonds, Series 1998, as Additional Bonds pursuant to Section 204 of the Original Indenture (the "Series 1998 Bonds"), such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue the Series 1998 Bonds; now, therefore,

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

SECTION 1. The City Council, after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice having been given thereof, and in accordance with the findings and recommendations of such committee, hereby incorporates the recitals contained in the preambles to this ordinance into this ordinance by this reference.

SECTION 2. (a) There shall be authorized the borrowing on the credit of and for and on behalf of the City the aggregate principal amount of not to exceed One Hundred Twenty-five Million Dollars ($125,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the Series 1998 Bonds (not to exceed ten percent (10%) of the principal amount thereof) for the purposes aforesaid; and the Series 1998 Bonds may be issued from time to time in said aggregate principal amount,

or such lesser aggregate principal amount, as may be determined by the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding said office, the City Comptroller (such officer being referred to herein as the "Chief Financial Officer"). The Series 1998 Bonds shall be issued and secured pursuant to the terms of a First Supplemental Trust Indenture between the City and the Trustee (the "First Supplemental Indenture"), supplementing and amending the Original Indenture (the Original Indenture as so supplemented and amended being referred to herein as the "Indenture"), and the Mayor and the Chief Financial Officer are each hereby authorized to execute and deliver the First Supplemental Indenture on behalf of the City, such First Supplemental Indenture to be in substantially the form attached hereto as Exhibit A and made a part hereof and hereby approved with such changes therein as shall be approved by the Mayor or Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and this City Council's approval of any changes or revisions therein from the form of First Supplemental Indenture attached hereto. If any of the Series 1998 Bonds are sold as Capital Appreciation Bonds or Capital Appreciation and Income Bonds (each as defined in the Original Indenture), the details of such Bonds as set forth in the notification of sale of the Series 1998 Bonds delivered by the Chief Financial Officer pursuant to Section 3(d) hereof and all provisions relating to the registration, transfer and redemption of such Capital Appreciation Bonds or Capital Appreciation and Income Bonds, within the limitations contained herein, shall be set forth in the First Supplemental Indenture. All capitalized terms used in this Ordinance without definition shall have the meanings assigned to such terms in the Indenture. The Mayor and the Chief Financial Officer are each hereby authorized to act as an Authorized Officer for the purposes provided in the First Supplemental Indenture. If the Series 1998 Bonds are sold from time to time as separate series, each such series shall be issued and sold pursuant to a Supplemental Indenture executed and delivered in accordance with the provisions of this ordinance and the Indenture.

(b) The Series 1998 Bonds shall be issued under and secured by the Indenture and shall have the terms and provisions set forth in the Indenture, within the limitations prescribed in this ordinance. In order to secure the payment of the principal of, premium (if any) and interest on the Series 1997 Sales Tax Revenue Bonds currently outstanding, the Series 1998 Bonds authorized hereby and such Additional Bonds and Refunding Bonds as may be issued on a parity therewith in the future pursuant to the Indenture, the Pledged Sales Tax Revenues are hereby pledged to the extent and for the purposes as provided in the Indenture and are hereby appropriated for the purposes set forth in the Indenture. The principal of, premium (if any) and interest on the Series 1998 Bonds are payable from and secured by the pledge of and lien on the Pledged Sales Tax Revenues and amounts on deposit in certain Funds, Accounts and Sub-Accounts established pursuant to the Indenture. The Indenture shall set forth such covenants with respect to the imposition and application of the Pledged Sales Tax Revenues as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Series 1998 Bonds.

(c) All or any portion of the Series 1998 Bonds may be issued as Capital Appreciation Bonds, Capital Appreciation and Income Bonds or Current Interest Bonds, all as provided in the Indenture. Any Series 1998 Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the Trustee and shall be in denominations equal to the Original Principal Amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such Original Principal Amount representing Accreted Amount (as defined in the Indenture) at maturity (the "Maturity Amount") of Five Thousand Dollars ($5,000) or any integral multiple thereof (but no single Series 1998 Bond shall represent Accreted Amount maturing on more than one date). Any Capital Appreciation Bonds or Capital Appreciation and Income Bonds shall mature on January 1 of each of the years within the limitations set forth below.

Any Series 1998 Bonds issued as Current Interest Bonds shall be dated such date as shall be determined by the Chief Financial Officer at the time of sale thereof, shall be in fully registered form, shall be in denominations of Five Thousand Dollars ($5,000) each and any integral multiple thereof (but no single Series 1998 Bond shall represent installments of principal maturing on more than one date), and shall be numbered as provided in the Indenture.

The principal of the Series 1998 Bonds shall become due and payable on or before January 1, 2028. The Current Interest Bonds shall bear interest at a rate or rates and the Capital Appreciation Bonds shall have Yields to Maturity (as defined below) not to exceed ten percent (10%) per annum.

Each Capital Appreciation Bond shall bear interest from its date at the rate per annum compounded semi-annually on each January 1 and July 1, commencing on such January 1 or July 1 as determined by the Chief Financial Officer at the time of sale of such Capital Appreciation Bonds, which will produce the yield to maturity identified therein until the maturity date thereof (the "Yield to Maturity"). Interest on the Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof.

Each Current Interest Bond shall bear interest (computed upon the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) payable on the first days of January and July of each year, commencing on such January 1 or July 1 as determined by the Chief Financial Officer at the time of the sale of any of the Current Interest Bonds.

While in the form of Capital Appreciation Bonds, any Series 1998 Bonds issued and sold as Capital Appreciation and Income Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, any Series 1998 Bonds issued and sold as Capital Appreciation and Income Bonds shall be subject to all of the provisions and limitations

of this ordinance relating to Current Interest Bonds.

Each of the Series 1998 Bonds shall be designated "Sales Tax Revenue Bond, Series 1998", with such additions, modifications or revisions as shall be determined to be necessary by the Chief Financial Officer at the time of the sale of the Series 1998 Bonds to reflect the purpose of the issue, the order of sale of the Series 1998 Bonds, whether the Series 1998 Bonds are Capital Appreciation Bonds, Capital Appreciation and Income Bonds or Current Interest Bonds and any other authorized features of the Series 1998 Bonds determined by the Chief Financial Officer as desirable to be reflected in the title of the Series 1998 Bonds being issued and sold.

(d) The Series 1998 Bonds shall be redeemable prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Current Interest Bonds being redeemed and expressed as a percentage of the Accreted Amount of Capital Appreciation Bonds being redeemed) not to exceed one hundred three percent (103%), plus, in the case of Current Interest Bonds, accrued interest to the date of redemption, as shall be determined by the Chief Financial Officer at the time of the sale thereof. Certain of the Series 1998 Bonds may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by the Chief Financial Officer at the time of the sale thereof; provided, that the Series 1998 Bonds shall reach final maturity not later than the date set forth in Section 2(c) hereof.

(e) The Series 1998 Bonds may be issued in either certificated or book-entry only form as determined by the Chief Financial Officer. In connection with the issuance of Series 1998 Bonds in book-entry only form, the Chief Financial Officer is authorized to execute and deliver a representation letter to the book-entry depository selected by the Chief Financial Officer in substantially the form previously used in connection with obligations issued by the City in book-entry form.

(f) The Series 1998 Bonds shall be executed by the officers of the City and prepared in the form as provided in the First Supplemental Indenture, with such revisions as shall be appropriate in the case of Series 1998 Bonds issued as Capital Appreciation Bonds or Capital Appreciation and Income Bonds.

SECTION 3. (a) The Series 1998 Bonds shall be sold and delivered to an underwriter or group of underwriters to be selected by the Chief Financial Officer (the "Underwriters"), subject to the terms and conditions of a contract of purchase related thereto; provided, that the aggregate purchase price of the Series 1998 Bonds shall be not less than ninety-seven percent (97%) of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their dates to the date of delivery thereof. The Mayor and the Chief Financial Officer are each hereby authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, one (1)

or more contracts of purchase in substantially the form previously used in connection with the issuance and sale of the Series 1997 Sales Tax Revenue Bonds with appropriate revisions to reflect the terms and provisions of the Series 1998 Bonds and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Series 1998 Bonds.

(b) In connection with the sale of any Series 1998 Bonds, the Chief Financial Officer is hereby authorized to obtain (i) a Bond Insurance Policy from such Bond Issuer and (ii) a surety bond, an insurance policy, a letter of credit or other credit facility assuring the availability of cash to fund any applicable debt service reserve requirement (a "Debt Reserve Credit Facility") from such provider as the Chief Financial Officer shall determine, if said Chief Financial Officer determines such Bond Insurance Policy or Debt Reserve Credit Facility to be desirable in connection with such sale of the Series 1998 Bonds. The Chief Financial Officer is also authorized to enter into such agreements and make such covenants with any Bond Insurer or provider of a Debt Reserve Credit Facility that said Chief Financial Officer deems necessary; provided, however, that any agreement to reimburse such provider shall be payable solely and only from the Pledged Sales Tax Revenues.

(c) In connection with the sale of any Series 1998 Bonds, the Mayor or the Chief Financial Officer is hereby authorized to obtain a letter of credit, line of credit or similar credit facility (each herein called a "Credit Facility") with one (1) or more financial institutions. The Mayor or the Chief Financial Officer is hereby authorized to enter into, execute and deliver on behalf of the City a reimbursement agreement in connection with the provision of such Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreement previously entered into by the City in connection with the sale of revenue obligations, but such revisions in text as the Mayor or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the Mayor or the Chief Financial Officer to evidence this City Council's approval of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed three quarters of one percent (.75%) of the average principal amount of such Series 1998 Bonds outstanding during such annual period. The final form of any such reimbursement agreement entered into by the City with respect to the Series 1998 Bonds shall be attached to the notification of sale filed with the City Clerk pursuant to this section. The reimbursement obligations of the City under any such reimbursement agreement shall be payable solely and only from the Pledged Sales Tax Revenues and shall bear interest at a rate not exceeding fifteen percent (15%) per annum.

(d) Subsequent to the sale of any Series 1998 Bonds, the Chief Financial Officer shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of, maturity schedule and redemption provisions for the Series 1998 Bonds sold, (ii) the principal amounts of the Series 1998 Bonds sold as Current Interest Bonds, Capital Appreciation Bonds and Capital

Appreciation and Income Bonds, respectively, (iii) in the case of Sales Tax Revenue Bonds sold as Capital Appreciation Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds being sold and (B) a table of Accreted Amounts per Five Thousand Dollars ($5,000) Accreted Amount at maturity for any Capital Appreciation Bonds being sold, setting forth the Accreted Amount of each such Capital Appreciation Bond on each semi-annual compounding date, (iv) the interest rates on the Current Interest Bonds sold, (v) the amount of proceeds of the Series 1998 Bonds to be used for each of the respective purposes authorized herein, (vi) the identity of the Bond Insurer issuing the Bond Insurance Policy, if any, the identity of the provider of the Debt Reserve Credit Facility, if any, and the identity of the provider of a Credit Facility, if any, (vii) the specific Series designations, maturities and amounts of the Prior Bonds to be refunded (the "Refunded Bonds"), which Refunded Bonds shall be selected by the Chief Financial Officer so as to reconstruct the City's debt service obligations or to provide debt service savings to the City, as determined by the Chief Financial Officer, (viii) the date on and price at which the Refunded Bonds shall be redeemed, (ix) the identity of the Underwriters selected by the Chief Financial Officer, and (x) the compensation paid to the Underwriters in connection with such sale. A copy of the First Supplemental Indenture in the form to be executed by the City shall be attached thereto.

(e) In connection with any sale of the Series 1997 Bonds, the Mayor and the Chief Financial Officer are each hereby authorized to execute and deliver, and the Underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the form previously used in connection with the issuance and sale of the "Series 1997 Sales Tax Revenue Bonds, with such revisions as shall be necessary to reflect the terms and provisions of the Series 1997 Bonds determined by the Chief Financial Officer as provided herein, and any of such actions heretofore taken with respect to any such disclosure document are hereby ratified, approved and confirmed.

(f) The Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the provisions of Section (b)(5) Rule 15(c)2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, empolyees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 1998 Bond to seek

mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

(g) The proceeds from the sale of any of the Series 1998 Bonds shall be applied to (i) the payment of the costs of the Series 1998 Project, (ii) provision of capitalized interest for the Series 1998 Bonds in such amount as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Series 1998 Bonds, (iii) the funding of a Debt Service Reserve Account with money and securities or a Debt Reserve Credit Facility, in such amount as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Series 1998 Bonds, and (iv) the payment of the expenses related to the issuance of the Series 1998 Bonds, all as shall be set forth in the First Supplemental Indenture executed and delivered by the City as provided herein, and such proceeds are hereby appropriated for said purposes. From the sale proceeds of the Series 1998 Bonds and such other funds of the City as shall be deemed by the Chief Financial Officer to be necessay and appropriate, the sum determined by the Chief Financial Officer to be sufficient to effect the Refunding shall be applied in accordance with the provisions of the First Supplemental Indenture and deposited into an escrow account held by such escrow agent having its principal corporate trust office located within the City as shall be selected by the Chief Financial Officer (the "Escrow Agent"), pursuant to the terms of an Escrow Agreement (the "Escrow Agreement"), and the Mayor and the Chief Financial Officer are each hereby authorized to execute and deliver the Escrow Agreement in such form as the officers so executing shall deem appropriate to effect the Refunding. The funds held by the City pursuant to the First Supplemental Indenture are hereby authorized to be applied as determined by the Chief Financial Officer and as set forth in the Indenture..

Nothing in this ordinance shall prohibit a defeasance deposit with respect of the Refunded Bonds held pursuant to the Escrow Agreement authorized in the preceding paragraph from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the Refunded Bonds. Amounts held by the Escrow Agent or the Trustee in excess of the amount needed so to provide for payment of the Refunded Bonds may be subject to withdrawal by the City. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one (1) or more agreements with counterparties selected by the Chief Financial Officer, with respect to the investment and use of such excess amounts held by the Escrow Agent or the Trustee.

(h) The Mayor and the Chief Financial Officer are each hereby authorized to execute and deliver from time to time one (1) or more Qualified Swap Agreements with Swap Providers selected by the Chief Financial Officer. The stated aggregate notional amount under all Qualified Swap Agreements authorized hereunder shall not exceed the principal amount of the Series 1998 Bonds issued hereunder (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable

shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Conterparty Schedule published by the International Swap Dealers Association (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such Qualified Swap Agreement shall (i) be payable solely and only from the Pledged Sales Tax Revenues or (ii) constitute operating expenses of the City payable from any monies, revenues, receipts, income, assets or funds of the City available for such purpose, as shall be determined by the Chief Financial Officer. Nothing contained in this Section 3(h) shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into Qualified Swap Agreements pursuant to prior or subsequent authorization of this City Council.

Nothing in this ordinance shall prohibit any defeasance deposit made pursuant to the Indenture with respect to the Series 1998 Bonds from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Series 1998 Bonds. Amounts held by a defeasance escrow agent or the Trustee in excess of the amounts needed so to provide for payment of the defeased Series 1998 Bonds may be subject to withdrawal by the City. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one (1) or more agreements with counterparties selected by the Chief Financial Officer, with respect to the investment and use of such excess amounts held by an Escrow Agent or the Trustee.

SECTION 4. The Mayor, the Chief Financial Officer, the City Treasurer, the City Clerk and the Deputy City Clerk are each hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Series 1998 Bonds, including, but not limited to, the exercise following the delivery date of the Series 1998 Bonds of any power or authority delegated to such official under this ordinance with respect to the Series 1998 Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 5. The Mayor and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to each Series 1998 Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Chief Financial Officer pursuant to this ordinance and the Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the

name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Chief Financial Officer, respectively. A written signature of the Mayor or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, as from time to time amended, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be published by the City Clerk by causing to be printed in special pamphlet form at least twenty-five (25) copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. This ordinance shall be in full force and effect from and after its adoption, approval by Mayor and publication as provided herein.

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

Exhibit "A".

First Supplemental Trust Indenture

Between

City Of Chicago

And

American National Bank And Trust Company Of Chicago,

As Trustee,

Dated As Of _____, 1997

Securing City Of Chicago

Sales Tax Revenue Bonds, Series 1998.

This First Supplemental Trust Indenture dated as of _____, 1997 (the or this "First Supplemental Indenture"), by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois and located in Cook and DuPage Counties, Illinois (the "City"), and American National Bank and Trust Company of Chicago, a national banking association duly organized, 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 officer located in Chicago, Illinois, as Trustee (the "Trustee").

Witnesseth:

Whereas, By virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

Whereas, Pursuant to a Trust Indenture, dated as of March 1, 1997 (the "Original Indenture"), between the City and the Trustee, the City has issued and has currently outstanding its $117,225,000 Sales Tax Revenue Bonds, Series 1997, dated March 1, 1997 (the "Series 1997 Bonds"), for the purpose of paying the cost of the Series 1997 Project (as defined in the Original Indenture), which Series 1997 Bonds are payable from the Pledged Sales Tax Revenues (as defined in the Original Indenture) as set forth in the Original Indenture; and

Whereas, Section 204, of the Original Indenture authorizes the issuance of Additional Bonds (as defined in the Original Indenture) sharing ratably and equally in the Pledged Sales Tax Revenues with the Series 1997 Bonds upon compliance with the provisions of said section, for the purpose of paying costs of any Project (as defined in the Original

Indenture), which Additional Bonds are to be issued pursuant to a Supplemental Indenture executed and delivered as described in the Original Indenture; and

Whereas, The City deems it to be in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to finance (i) public right-of-way infrastructure improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvement and replacement and curb and gutter repair and replacement; (ii) infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, commercial streetscaping, median landscaping, hazardous building demolition, shoreline reconstruction, residential and commercial infrastructure redevelopment and railroad viaduct clearance improvements; (iii) transportation improvements, including street resurfacing, bridge and freight tunnel rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements; and (iv) constructing, equipping, altering and repairing various municipal facilities including fire stations, police stations, senior and health centers and other municipal facilities (collectively, the "Series 1998 Project"); and

Whereas, The City has heretofore issued and currently has outstanding certain general obligation bonds (defined herein as the "Refunded Bonds"), and the City deems it to be in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to provide for the refunding in advance of maturity of the Refunded Bonds [more detail regarding redemption dates and prices of Refunded Bonds if appropriate when Refunded Bonds identified] (the "Refunding"); and

Whereas, The Series 1998 Project and the Refunding each constitute a "Project" as such term is defined in the Original Indenture; and

Whereas, Pursuant to an ordinance duly adopted by the City Council of the City on _____, 199_, the City has duly authorized the issuance of its $_____,000 aggregate principal amount Series 1998 Bonds for the purpose of (i) paying costs of the Series 1998 Project; (ii) paying costs of the Refunding; and (iii) paying costs related to the issuance of the Series 1998 Bonds and has appointed American National Bank and Trust Company of Chicago to act as Trustee under the Indenture (as hereinafter defined); and

Whereas, All things necessary to make the Series 1998 Bonds, when authenticated by the Trustee and issued as in the Original Indenture and this First Supplemental Indenture provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute the Original Indenture, as supplemented by this First Supplemental Indenture (the Original Indenture as so supplemented being referred to herein as the "Indenture") a valid pledge of and grant of a lien on the Pledged Sales Tax Revenues to secure the Payment of the principal of, premium, if any, and interest on the Series 1998 Bonds have been done and performed in due form and time, as

required by law; and

Whereas, The execution and delivery of this Indenture and the execution and issuance of the Series 1998 Bonds as Additional Bonds, subject to the terms of the Indenture, have in all respects been duly authorized.

Granting Clauses.

Now, Therefore, This Trust Indenture Witnesseth:

That in order to secure the payment of the principal of, premium, if any, and interest on the Series 1998 Bonds issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein, in the Original Indenture and in the Series 1998 Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Series 1998 Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 1998 Bonds shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the City does hereby pledge and grant a lien upon the Trust Estate defined in and established under the Original Indenture to the Trustee and its successors in trust and assigns, all to the extent provided in the Indenture.

But In Trust Nevertheless, For the equal and proportionate benefit and security of the Series 1998 Bonds issued hereunder and all Bonds (as defined in the Original Indenture) issued under and secured by the Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof and any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever (except as expressly provided in the Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under the Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in the Indenture, as aforesaid).

Provided, However, That these presents are upon the condition that, if the City, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Series 1998 Bonds due or to become due thereon, at the times and in the manner stipulated therein and herein, then this First Supplemental Indenture and the rights hereby granted with respect to the Series 1998 Bonds shall cease, terminate and be void, but shall otherwise be and remain in full force.

And It Is Hereby Covenanted And Agreed by and among the City, the Trustee and the Owners from time to time of the Series 1998 Bonds, that the terms and conditions upon which the Series 1998 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the monies and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

Article I.

Definitions And Construction.

Section 101 Definitions

In addition to the terms defined in the Original Indenture and elsewhere defined in this First Supplemental Indenture, the following terms shall, for all purposes of this First Supplemental Indenture, have the following meanings unless a different meaning clearly appears from context:

"Authorized Denominations" means, with respect to the series 1998 bonds, Five Thousand Dollars ($5,000) or any integral multiple thereof.

"Authorized Officer" means the chief financial officer of the city and any other officer or employee of the city authorized to perform specific acts or duties hereunder by ordinance or resolution duly adopted by the city council.

"Business Day" means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of any fiduciary is located are authorized by law or executive order to close (and such fiduciary is in fact closed).

"Chief Financial Officer" means the chief financial officer of the city appointed by the mayor of the city or, if there is no such officer then holding said office, the City Comptroller.

"City" means the city of Chicago, a home rule unit of local government.

"City Council" means the governing body of the City as from time to time constituted.

"Code and Regulations" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in

effect from time to time.

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the City (including the Corporation Counsel of the City).

"Current Funds" means monies which are immediately available in the hands of the payee at the place of payment.

"D.T.C." means The Depository Trust Company, New York, New York, as securities depository for the series 1998 bonds.

"D.T.C. Participant" shall mean any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing series 1998 bonds with D.T.C. pursuant to the book-entry only system described in Section 201(I) hereof.

"Depositary" means any bank, national banking association or trust company having capital stock, surplus and retained earnings aggregating at least Ten Million Dollars ($10,000,000), selected by an Authorized Officer as a depositary of monies and securities held under the provisions of this indenture, and may include the trustee.

"Escrow Agent" means _____, Chicago, Illinois.

"Escrow Agreement" means the escrow agreement, dated as of _____ 1, 1998, by and between the City and the Escrow Agent, relating to the refunding.

"Fiduciary" or "Fiduciaries" means the trustee, the registrar, the paying agents and any Depositary, or any or all of them, as may be appropriate.

"First Supplemental Indenture" means this first supplemental trust indenture, dated as of _____ 1, 1998, by and between the City and the trustee, supplemental to the original indenture.

"Fiscal Year" means the period January 1 through December 31 of the same year.

"Indenture" means the original indenture, as from time to time amended and supplemented, and particularly as supplemented by this First Supplemental Indenture.

"Interest Payment Date" means, with respect to the series 1998 bonds, January 1 and July 1 of each year, commencing _____, 199__.

"Letter of Representations" means the blanket issuer letter of representation dated March 9, 1995, between the City and D.T.C. as the same may from time to time be supplemented and amended.

"Original Indenture" means the trust indenture, dated as of March 1, 1997, by and between the City and the trustee, authorizing the issuance of Sales Tax Revenue Bonds of the City, including the series 1997 bonds and the series 1998 bonds.

"Owner" means any person who shall be the registered owner of any series 1998 bond.

"Paying Agent" means, with respect to the series 1998 bonds, American National Bank and Trust Company of Chicago, Chicago, Illinois.

"Person" means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability company, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

"Principal" or "principal" means, with respect to the principal amount of any series 1998 bond, the principal amount of such series 1998 bond payable in satisfaction of a sinking fund installment, if applicable, or at maturity.

"Record Date" means with respect to the series 1998 bonds, the fifteenth (15^{th}) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Redemption Price" means, with respect to any series 1998 bond, the Principal thereof plus the applicable premium, if any, payable upon the date fixed for redemption.

"Refunded Bonds" means [To Come].

"Refunding" means the refunding of the Refunded Bonds by the deposit of the proceeds of the series 1998 bonds and other lawfully available funds of the City as described in Section 402(B) hereof with the Escrow Agent for application pursuant to the Escrow Agreement.

"Registrar" means, with respect to the series 1998 bonds, American National Bank and Trust Company of Chicago, Chicago, Illinois.

"Series 1997 Bonds" means the $117,225,000 Sales Tax Revenue Bonds, Series 1997, dated March 1, 1997, of the City authorized and issued under the Original Indenture.

"Series 1998 Bond Insurance Policy" means the municipal bond new issue insurance policy issued by the series 1998 bond Insurer that guarantees payment of principal of and interest on the series 1998 bonds when due.

"Series 1998 Bond Insurer" means _____, or any successor thereto.

"Series 1998 Bonds" means the Sales Tax Revenue Bonds, Series 1998, of the City, authorized by Section 201 hereof.

"Series 1998 Project" shall have the meaning assigned to such term in the preambles to this First Supplemental Indenture.

"Series 1998 Project Account" means the account within the Project Fund so designated and established in Section 402(A) hereof.

"Series 1998 Refunding Account" means the account within the Project Fund so designated and established pursuant to Section 402(B) hereof.

"Sinking Fund Installment" means with respect to the Series 1998 Bonds, each principal amount of Series 1998 Bonds scheduled to be redeemed pursuant to Section 302 hereof.

"State" means the state of Illinois.

"Trustee" means American National Bank and Trust Company of Chicago, Chicago, Illinois, and any successor or successors appointed under this Indenture as hereinafter provided.

"Trust Estate" means the Pledged Sales Tax Revenues and all other property pledged to the Trustee pursuant to the Indenture.

Section 102 Miscellaneous Definitions. As used herein, and unless the context shall otherwise indicate, the words "Bond", "Owner" and "Person" shall include the plural as well as the singular number.

As used herein, the terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar terms refer to this Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Indenture as originally executed.

Article II.

Authorization And Issuance Of Series 1998 Bonds.

Section 201 Authorization Of Series 1998 Bonds.

(A) A Series of Bonds, to be issued as Current Interest Bonds, entitled to the benefit, protection and security of the Indenture is hereby authorized in the aggregate principal amount of $____,000 to finance the Series 1998 Project and the Refunding and to pay costs in connection with the issuance of the Series 1998 Bonds. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series, by the title "Sales Tax Revenue Bonds, Series 1998".

(B) The Series 1998 Bonds shall be in fully registered form and shall be initially dated _____ 1, 1998. Series 1998 Bonds authenticated and delivered prior to _____ 1, 199_, shall be dated _____ 1, 199__. Series 1998 Bonds authenticated and delivered on or after _____ 1, 1998 shall be dated the January 1 or July 1 preceding the date of their authentication and delivery to which interest has been paid or duly provided for, except Series 1998 Bonds authenticated and delivered on a January 1 or July 1 to which interest has been paid or duly provided shall be dated that January 1 or July 1.

(C) All Series 1998 Bonds shall bear interest payable on each Interest Payment Date, computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

(D) The Series 1998 Bonds shall mature on January 1 of each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth in the table below:

Year	Principal Amount	Rate Per Annum

(E) The Series 1998 Bonds shall be in Authorized Denominations (but no single Series 1998 Bond shall represent principal maturing on more than one date) and shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The Series 1998 Bonds and the Trustee's Certificate of Authentication shall be in substantially the form set forth in (Sub)Exhibit A attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this Indenture.

(F) The principal and Redemption Price of the Series 1998 Bonds shall be payable at the designated corporate trust offices of the Trustee, in Chicago, Illinois, as Paying Agent and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to the Indenture for the Series 1998 Bonds. Interest on the Series 1998 Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the City maintained by the Registrar as of the Recorded Date or, at the option of any Owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Series 1998 Bonds, by wire transfer of Current Funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

(G) To the extent not otherwise expressly provided in this Section 201, the Series 1998 Bonds shall be subject to the general terms and provisions set forth in Article III of the Original Indenture.

(H) The net proceeds, including accrued interest, of the Series 1998 Bonds, upon receipt, shall be deposited as follows:

(i) $ _____, representing the accrued interest received from the sale of the Series 1998 Bonds shall be deposited into the Interest Sub-Account and applied pursuant to Section 504(B)(1) of the Original Indenture;

(ii) $ _____ shall be deposited into the Series 1998 Project Account and applied pursuant to Section 402(A) hereof;

(iii) $ _____ shall be deposited into the Series 1998 Refunding Account and applied pursuant to Section 402(B) hereof; and

(iv) $ _____ shall be applied by the Chief Financial Officer to the payment of the premium for the Series 1998 Bond Insurance Policy and the costs of issuance of the Series 1998 Bonds and any of such proceeds not so applied on the date of issuance of the Series 1998 Bonds shall be held by the City in a Depositary.

(I) The Series 1998 Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of D.T.C., and except as hereinafter provided, the ownership of all of the outstanding Series 1998 Bonds shall be registered in the name of Cede & Co., as nominee of D.T.C..

With respect to Series 1998 Bonds registered in the name of Cede & Co., as nominee of D.T.C., the City and the Trustee shall have no responsibility or obligation to any D.T.C. Participant or to any person on behalf of whom which a D.T.C. Participant holds an interest in the Series 1998 Bonds. Without limiting the immediately preceding

sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of D.T.C., Cede & Co. or any D.T.C. Participant with respect to any ownership interest in any Series 1998 Bonds, (ii) the delivery to any D.T.C. participant or any other Person, other than the Owner of any Series 1998 Bond, of any notice with respect to such Bond, including without limitation any notice of redemption, or (iii) the payment to any D.T.C. Participant or any other Person, other than the Owner of any Series 1998 Bond, of any amount with respect to Principal or Redemption Price of or interest on such Bond. Notwithstanding any other provision of this Indenture to the contrary, the City, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Series 1998 Bond is registered as the absolute owner of such Bond for the purpose of payment of Principal or Redemption Price and interest with respect to such Bond, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all Principal or Redemption Price of and interest on the Series 1998 Bonds only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the City's obligations with respect to payment of Principal or Redemption Price of and interest on the Series 1998 Bonds to the extent of the sum or sums so paid. No Person other than an Owner of a Series 1998 Bond shall receive a Bond certificate evidencing the obligation of the City to make payments of principal or Redemption Price of and interest on the Series 1998 Bonds pursuant to this Indenture.

The Owners of the Series 1998 Bonds have no right to the appointment or retention of a depository for such Bonds. D.T.C. may resign or be removed as securities depository under the conditions provided in the Letter of Representations. In the event of any such resignation or removal, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify D.T.C. of the appointment of such successor securities depository and transfer or cause the transfer of one (1) or more separate Series 1998 Bond certificates to such successor securities depository or (ii) notify D.T.C. of the availability through D.T.C. of Series 1998 Bond certificates and transfer or cause the transfer of one (1) or more separate Series 1998 Bond certificates to D.T.C. Participants having Series 1998 Bonds credited to their D.T.C. accounts. In such event, the Series 1998 Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of D.T.C., but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the D.T.C. Participants receiving Series 1998 Bonds shall designate, in accordance with the provisions of this Indenture.

The City has heretofore executed and delivered the Letter of Representations to D.T.C.. Notwithstanding any other provision of this Indenture, so long as D.T.C., or its designee, is the Owner of all Series 1998 Bonds, the provisions set forth in the Letter of Representations shall apply to the redemption of any Series 1998 Bonds and to the

payment of Principal or Redemption Price of and interest on the Series 1998 Bonds, including without limitation, that:

(a) presentation of Series 1998 Bonds to the Trustee upon redemption or at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Series 1998 Bonds through D.T.C. or D.T.C.'s Participants is transferred by D.T.C. on its books; and

(b) D.T.C. may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Series 1998 Bonds under this Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Series 1998 Bonds through D.T.C. or D.T.C.'s Participants.

So long as the Series 1998 Bonds are registed in the name of Cede & Co., as nominee of D.T.C., the Trustee agrees to comply with the terms and provisions of the Letter of Representations.

Section 202 Conditions To Issuance Of Series 1998 Bonds.

(A) The Series 1998 Bonds shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only upon the receipt by the Trustee, at or prior to such authentication, of:

(1) A Counsel's Opinion regarding the validity and enforceability of the Series 1998 Bonds and the federal income tax treatment of the interest on the Series 1998 Bonds.

(2) A written order as to the delivery of the Series 1998 Bonds signed by an Authorized Officer, which order shall direct, among other things, the application of the proceeds of the Series 1998 Bonds.

(3) An executed copy of this First Supplemental Indenture and a copy of the ordinance authorizing the issuance and sale of the Series 1998 Bonds, certified by the City Clerk or any Deputy City Clerk of the City.

(4) The showings required pursuant to Section 204 of the Original Indenture in connection with the issuance of the Series 1998 Bonds as Additional Bonds.

(5) Such further documents, monies and securities as are required by the provisions of the Indenture.

Article III.

Redemption Of Bonds.

Section 301 Optional Redemption Of Series 1998 Bonds.

The Series 1998 Bonds maturing on and after January 1, 20__ are subject to redemption at the election or direction of the City prior to maturity in whole or in part in any order of maturity designated by the City, in integral multiples of Five Thousand Dollars ($5,000), on any date on or after January 1, 20__, at the Redemption Prices (expressed as percentages of aggregate principal amount) set forth in the table below, plus accrued interest thereon to the date fixed for redemption:

Redemption Date (Dates Inclusive)	Redemption Prices

Section 302 Redemption Pursuant To Sinking Fund Installments.

The Series 1998 Bonds maturing on January 1, 20__ are also subject to redemption prior to maturity at a Redemption Price equal to the principal amount thereof, by application by the Trustee in accordance with Section 505(B) of the Original Indenture of funds on deposit to the credit of the Principal Sub-Account. Deposits to be applied to Sinking Fund Installments shall be made during each Fiscal Year into the Principal Sub-Account in amounts which will make possible the retirement, by purchase during the Fiscal Year or by redemption on the first (1st) day of the following Fiscal Year, of Series 1998 Bonds maturing on said date in the aggregate principal amounts set forth in the following table opposite each such following Fiscal Year, as adjusted prior to Section 505 of the Original Indenture.

Series 1998 Bonds Due January 1, 20___.

Redemption Date (January 1)	Fiscal Year Of Deposits	Amount

Section 303 Redemption At The Election Or Direction Of The City.

In the case of any redemption of Series 1998 Bonds at the election or direction of the City, the City shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, and of the principal amounts of the Series 1998 Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 306 provided, there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash or Government Obligations maturing on or before the specified redemption date which, together with other monies, if any, available therefor held by the Trustee, will be sufficient to redeem all of the Series 1998 Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the date fixed for redemption; such amount and monies shall be held in a separate, segregated account for the benefit of the Owners of the Series 1998 Bonds so called for redemption.

Section 304 Redemption Otherwise Than At City's Election Or Direction.

Whenever by the terms of the Indenture the Trustee is required or authorized to redeem Series 1998 Bonds otherwise than at the election or direction of the City, the Trustee shall select the Series 1998 Bonds to be redeemed, give the notice of redemption and pay the Redemption Price thereof, plus interest accrued and unpaid to the date fixed for redemption, in accordance with the terms of this Article III and Article V of the Original Indenture to the extent applicable.

Section 305 Selection Of Series 1998 Bonds To Be Redeemed.

If less than all of the Series 1998 Bonds of like maturity shall be called for prior redemption, the particular Series 1998 Bonds or portions thereof to be redeemed shall be selected at random by the Trustee not more than sixty (60) days prior to the date fixed for redemption in such manner as the Trustee in its direction may deem fair and appropriate; provided, however, that the portion of any Series 1998 Bond of a denomination of more than the minimum Authorized Denomination for the Series 1998 Bonds to be redeemed shall be in the principal amount of an Authorized Denomination for the Series 1998 Bonds and that, in selecting portions of such Series 1998 Bonds for redemption, the Trustee shall treat each such Series 1998 Bond as representing that number of Series 1998 Bonds of the minimum Authorized Denomination which is obtained by dividing the principal amount of such Series 1998 Bond to be redeemed in part by said minimum Authorized Denomination. If all Series 1998 Bonds are held in book-entry only form, the particular Series 1998 Bonds or portions thereof to be redeemed shall be selected by the securities depository for the Series 1998 Bonds in such manner as such securities depository shall determine.

Section 306 Notice Of Redemption

When the Trustee shall receive notice from the City of its election or direction to redeem Series 1998 Bonds pursuant to Section 303 hereof, and when redemption of Series 1998 Bonds is authorized or required pursuant to Section 304 hereof, the Trustee shall give notice, in the name of the City, of the redemption of such Series 1998 Bonds, which notice shall specify the maturities of the Series 1998 Bonds to be redeemed, the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be payable and, if fewer than all of the Series 1998 Bonds of any like maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Series 1998 Bonds so to be redeemed, and, in the case of Series 1998 Bonds to be redeemed in part only such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Series 1998 Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Series 1998 Bonds to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owners of the Series 1998 Bonds to be redeemed at their addresses as shown on the registration books of the City maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners of the Series 1998 Bonds to be redeemed.

With respect to an optional redemption of any Series 1998 Bonds, unless monies sufficient to pay the Redemption Price of the Series 1998 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, 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, such notice shall be of no force and effect, the City shall not redeem such Series 1998 Bonds 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 1998 Bonds will not be redeemed.

If the notice of redemption to be given in connection with an optional redemption of any Series 1998 Bonds is not made expressly conditional as provided in the preceding paragraph, the Trustee will not give any such unconditional notice of redemption unless sufficient funds to pay the full Redemption Price of the Series 1998 Bonds to be redeemed are on deposit with the Trustee at the time such notice is given.

Section 307 Payment Of Redeemed Series 1998 Bonds.

Notice having been given in the manner provided in Section 306 hereof, the Series

1998 Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date, and, upon presentation and surrender thereof at any place specified in such notice, such Series 1998 Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Series 1998 Bond, the City shall execute and the Trustee shall authenticate and the appropriate Fiduciary shall deliver, upon the surrender of such Series 1998 Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Series 1998 Bond so surrendered, fully registered Series 1998 Bonds of like maturity in any Authorized Denominations. If, on the date fixed for redemption, monies for the redemption of all the Series 1998 Bonds or portions thereof of any like maturity to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on the Series 1998 Bonds or portions thereof of such maturity so called for redemption shall cease to accrue and become payable. If said monies shall not be so available on the date fixed for redemption, such Series 1998 Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Article IV.

Revenues And Funds.

Section 401 Pledge Of Trust Estate.

(A) There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Series 1998 Bonds in accordance with their terms and the provisions of the Indenture, and a lien is hereby granted for such purpose, subject only to the provisions of the Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth in the Indenture, (i) the Pledged Sales Tax Revenues, (ii) amounts on deposit in all Funds, Accounts and Sub-Accounts and (iii) any and all other monies, securities and property furnished from time to time to the Trustee by the City or on behalf of the City or by any other persons to be held by the Trustee under the terms of the Indenture. The Series 1998 Bonds are issued as Additional Bonds.

(B) The Series 1998 Bonds do not represent or constitute a debt of the City or of the State within the meaning of any constitutional or any statutory limitation or a pledge of the faith and credit of the City or the State or grant to the Owners thereof any right to have the City or the General Assembly of the State levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series

1998 Bonds. The Owners of the Series 1998 Bonds shall, however, have the right to enforce the covenants of the City regarding the Pledged Sales Tax Revenues contained in the Indenture, particulary Section 708 of the Original Indenture. The Series 1998 Bonds, together with the Series 1997 Bonds, are payable solely from the Pledged Sales Tax Revenues and sources pledged for their payment in accordance with this Indenture.

Section 402 Establishment Of Series 1997 Project Account Within The Project Fund.

(A) In connection with the issuance of the Series 1998 Bonds, the City hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 1998 Project Account". Proceeds of the Series 1998 Bonds shall be deposited into the Series 1998 Project Account as provided in Section 201(H)(ii) hereof. Amounts on deposit in the Series 1998 Project Account shall be applied upon the written direction of an Authorized Officer to pay the costs of the Series 1998 Project and to pay the costs related to the issuance of the Series 1998 Bonds.

(B) In connection with the issuance of the Series 1998 Bonds, the City hereby establishes a separate, segregated account within the Project Fund to be known as the "Series 1998 Refunding Account". Proceeds of the Series 1998 Bonds, together with such other lawfully available funds as shall be determined by the Chief Financial Officer to be necessary, shall be deposited into the Series 1998 Refunding Account as provided in Section 201(H)(iii) hereof. Amounts on deposit in the Series 1998 Refunding Account shall be immediately transferred upon receipt to the Escrow Agent for deposit under and application pursuant to the Escrow Agreement to effect the Refunding.

(C) Monies in the Series 1998 Project Account shall be invested at the direction of an Authorized Officer to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay costs of the Series 1998 Project and the costs related to the issuance of the Series 1998 Bonds. The City may, and to the extent required for payments from the Series 1998 Project Account shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Series 1998 Project Account. Earnings received on monies or securities in the Series 1998 Project Account shall be held as a part of such Account and available for the purposes for which monies in such Account are otherwise held.

(D) The completion, substantial completion or abandonment of construction of the Series 1998 Project to be paid for from the Series 1998 Project Account shall be evidenced by a certificate of an Authorized Officer of the City, which certificate shall be filed promptly with the Trustee, stating the date of such completion, anticipated completion or abandonment and the amount, if any, required in the opinion of the signer of such certificate for the payment of any remaining part of the cost of the Series

1998 Project. Upon the filing of such certificate evidencing the completion, substantial completion or abandonment of construction of the Series 1998 Project, the balance in the Series 1998 Project Account in excess of the amount, if any, stated in such certificates of the City shall be deposited in the following order of priority: (1) in the Debt Service Reserve Account to the extent necessary to cause the amount on deposit therein to equal the then-applicable Debt Service Reserve Requirement; and (2) in the Pledged Sales Tax Revenue Fund for application as provided in Section 504(B) of the Original Indenture to fund any deficiencies in any Accounts or Sub-Accounts described in said Section 504(B), with the remainder to be applied as provided in paragraph (6) of said Section 504(B).

Section 403 Debt Service Reserve Account Requirement.

On the date of issuance of the Series 1998 Bonds, the Debt Service Reserve Requirement calculated pursuant to clause (i) of the definition of the term "Debt Service Reserve Requirement" set forth in the Original Indenture shall be $_____.

Section 404 Payments Under Series 1997 Bond Insurance Policy. [To Come]

Article V.

Concerning The Fiduciaries.

Section 501 Trustee; Appointment And Acceptance Of Duties.

The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth herein and in the Original Indenture, to all of which the City agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in the Indenture.

Section 502 Paying Agents; Appointment And Acceptance Of Duties.

American National Bank and Trust Company of Chicago, Chicago, Illinois, is hereby appointed Paying Agent for the Series 1998 Bonds and hereby accepts the duties and obligations imposed upon it as Paying Agent by the Indenture.

Section 503 Registrar; Appointment And Acceptance Of Duties.

American National Bank and Trust Company of Chicago is hereby appointed Registrar for the Series 1998 Bonds and hereby accepts the duties and obligations imposed upon it as Registrar by the Indenture.

Article VI.

Supplements And Amendments.

Section 601 Supplements And Amendments.

The City and the Trustee may supplement or amend this First Supplemental Indenture in the manner set forth in Articles X and XI of the Original Indenture.

Article VII.

Miscellaneous.

Section 701 Effect Of Original Indenture.

To the extent otherwise expressly provided for in this First Supplemental Indenture, all terms and provisions relating to the Series 1998 Bonds, the application of the proceeds thereof, the collection and application of the Pledged Sales Tax Revenues, and the rights and obligations of the City, the Fiduciaries and the Owners of the Series 1998 Bonds shall be governed by the provisions of the Original Indenture, which provisions are hereby ratified and confirmed.

Section 702 Parties Interested Herein.

Nothing in this First Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Fiduciaries and the Owners of the Bonds, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiduciaries and the Owners of the Bonds.

Section 703 No Recourse On The Bonds.

(A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Series 1998 Bonds or for any claim based thereon or on the Indenture against any past, present or future member, director, officer, employee or agent of the City, or any successor, public body or any person executing the Series 1998 Bonds, either directly or through the City, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this First Supplemental Indenture and the issuance of the Series 1998 Bonds.

(B) No officer, director, agent or employee of the City shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Series 1998 Bonds; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the City contained in the Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, director, agent or employee of the City in his or her individual capacity, and no officer executing the Series 1998 Bonds shall be liable personally on the Series 1998 Bonds or be subject to any personal liability or accountability by reason of the issue thereof, No officer, director, agent or employee of the City shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of the Indenture.

Section 704 Successors And Assigns.

Whenever in this First Supplemental Indenture the City is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in the Indenture contained by or on behalf of the City shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

Section 705 Severability Of Invalid Provisions.

If any one (1) or more of the covenants or agreements provided in this First Supplemental Indenture on the part of the City or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants or agreements, and shall in no way affect the validity of any other provisions of the Indenture.

Section 706 Notices.

Any notice, demand, direction, request or other instruments authorized or required by the Indenture to be given to, delivered to or filed with the City or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To The City, if addressed to:

City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

or at such other address as may be designated in writing by the City to the Trustee; and

To The Trustee, if addressed to:

American National Bank and Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporate Trust Department

or at such other address as may be designated in writing by the Trustee to the City.

Any notice that is required to be given to any Owner of the Series 1998 Bonds or to the Trustee pursuant to this Indenture shall also be provided to the Series 1998 Bond Insurer. All notices required to be given to the Series 1998 Bond Insurer under this Indenture shall be in writing and shall be sent by registered or certified mail addressed to: _____.

Section 707 Construction.

This First Supplemental Indenture shall be construed in accordance with the provisions of Illinois law.

Section 708 Headings Not A Part Of This First Supplemental Indenture.

Any headings preceding the texts of the several articles and sections hereof, and any table of contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 709 Multiple Counterparts.

The First Supplemental Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

In Witness Whereof, The City of Chicago has caused this First Supplemental Indenture to be executed in its name and its behalf by its Chief Financial Officer and American National Bank and Trust Company of Chicago has caused this Indenture to be executed in its behalf by its vice president and its corporate seal to be impressed hereon and attested by its trust officer, all as of the day and year first above written.

City of Chicago

By: _____
Chief Financial Officer

American National Bank and
Trust Company of Chicago

By: _____
Title: Vice President

[Seal]

Attest:

_____
Title: Trust Officer

(Sub)Exhibit "A" referred to in this First Supplemental Indenture reads as follows:

(Sub)Exhibit "A".
(To First Supplemental Indenture)

Form Of Series 1998 Bond.

[Form Of Bond -- Front Side]

Registered Number
_____.

Registered
$ _____

City Of Chicago

Sales Tax Revenue Bond

Series 1998.

Interest Rate	Maturity Date	Dated Date	C.U.S.I.P.
_____%	January 1,_____		

Registered Owner:

Principal Amount:

(1) The City of Chicago, Illinois, a municipal corporation and home rule unit of government duly organized and existing under the laws of the State of Illinois (the "City"), for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above or registered assigns, upon presentation and surrender hereof, the Principal Amount identified above on the Maturity Date specified above, unless this Series 1998 Bond shall have been previously called for redemption and payment of the redemption price shall have been duly made or provided for, and to pay (but only out of the sources hereinafter provided) interest on said Principal Amount from the interest payment date next preceding the date of authentication and delivery of this Series 1998 Bond, unless this Series 1998 Bond is

authenticated and delivered on an interest payment date to which interest has been paid or provided for, in which event this Series 1998 Bond shall bear interest from such interest payment date, or unless this Series 1998 Bond is authenticated and delivered prior to _____ 1, 199__, in which event this Series 1998 Bond shall bear interest from its Dated Date, or unless, as shown by the records of the hereinafter described Trustee, interest on this Series 1998 Bond shall be in default, in which event this Series 1998 Bond shall bear interest from the last date to which interest has been paid. Interest on this Series 1998 Bond (computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months) is payable on January 1 and July 1 of each year, commencing _____ 1, 199___, until the payment in full of such Principal Amount, except as provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto.

(2) Principal of and premium, if any, on this Series 1998 Bond are payable in lawful money of the United States of America at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois, or its successor in trust (the "Trustee") and Paying Agent and payment of the interest hereon shall be made to the person in whose name this Series 1998 Bond is registered at the close of business on the fifteenth (15th) day of the calendar month next preceding each interest payment date (the "Record Date") by check or bank draft mailed or delivered by the Trustee to such Registered Owner at such Registered Owner's address as it appears on the registration books of the City maintained by American National Bank and Trust Company of Chicago, Chicago, Illinois, as Registrar (the "Registrar") or, at the option of any Registered Owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Series 1998 Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar.

(3) Reference is hereby made to the further provisions of this Series 1998 Bond on the reverse hereof and such futher provisions shall for all purposes have the same as if set forth at this place.

(4) It is hereby certified, recited and declared that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 1998 Bond have been performed in due time, form and manner as required by law; and that the issuance of this Series 1998 Bond and the series of which it is a part does not exceed or violate any constitutional or statutory limitation.

(5) This Series 1998 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.

(6) In Witness Whereof, The City of Chicago has caused this Series 1998 Bond to be signed in its name and on its behalf by the manual or duly authorized facsimile signature of its Mayor and its Chief Financial Officer, and its corporate seal (or a

facsimile thereof) to be hereunto impressed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or duly authorized facsimile signature of its City Clerk, all as of the Dated Date identified above.

City of Chicago

By: (Facsimile Signature)
Mayor

(Facsimile Signature)
Chief Financial Officer

[Facsimile Seal]

Attest:

(Facsimile Signature)
City Clerk

[Form Of Certificate Of Authentication On All Series 1998 Bonds]

Trustee's Certificate Of Authentication

This Bond is one of the Series 1998 Bonds described in the within-mentioned Indenture.

Date of Authentication and Delivery:

American National Bank and Trust Company of Chicago, as Trustee

By:
Authorized Signatory

[Form Of Bond -- Reverse Side]

(7) This Series 1998 Bond is one of a duly authorized issue of $___,000 aggregate principal amount Sales Tax Revenue Bonds, Series 1998 (the "Series 1998 Bonds"), issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and a Trust Indenture dated as of March 1, 1997 (the "Original Indenture"), as supplemented by a First Supplemental Trust Indenture, dated as of ____1, 1998 (the "First Supplemental Indenture" and, collectively with the Original Indenture, the "Indenture"), by and between the City and the Trustee, for the purpose of raising monies to finance the costs of the Series 1998 Project (as defined in the First Supplemental Indenture), to provide for the refunding of certain outstanding obligations of the City and to pay costs incurred in connection with the issuance of the Series 1998 Bonds. As provided in the Indenture, the principal or redemption price of and interest on the Series 1998 Bonds, together with the currently outstanding Sales Tax Revenue Bonds, Series 1997, dated March 1, 1997, of the City issued under the Original Indenture (the "Series 1997 Bonds"), are payable solely from and secured by a pledge of and lien on the Pledged Sales Tax Revenues (the "Pledged Sales Tax Revenues") collected by the City as described in the Indenture and amounts on deposit in certain Funds and Accounts established pursuant to the Indenture. The Indenture provides that Additional Bonds and Refunding Bonds may be issued from time to time in the future on a parity with this Series 1998 Bond and the Series 1997 Bonds to share ratably and equally in the Pledged Sales Tax Revenues upon compliance with certain requirements contained in the Indenture (such Series 1998 Bonds, Series 1997 Bonds, Additional Bonds and Refunding Bonds from time to time outstanding are referred to collectively as the "Bonds").

(8) An executed copy of the Indenture is on file at the principal corporate trust office of the Trustee and reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners of the Bonds and the terms upon which the Bonds may be issued and secured.

(9) This Series 1998 Bond is transferable, as provided in the Indenture, only upon the registration books of the City maintained by the Registrar by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney, and thereupon a new registered Series 1998 Bond or Bonds, in the same aggregate principal amount and maturity, shall be issued to the transferee. The City, the Trustee, the Registrar, and any Paying Agent may deem and treat the person in whose name this Series 1998 Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

(10) The Series 1998 Bonds are issuable in the form of fully registered bonds in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof. Subject to the conditions and upon the payment of the charges provided in the Indenture, Series 1998 Bonds may be surrendered (accompanied by a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney) in exchange for an equal aggregate principal amount of Series 1998 Bonds of the same maturity of any other authorized denominations.

(11) The Registrar shall not be required to make any registration, transfer or exchange of any Series 1998 Bond during the period between each Record Date and the next succeeding interest payment date of such Series 1998 Bonds, or after such Series 1998 Bond has been called for redemption or, in the case of any proposed redemption of Series 1998 Bonds, during the fifteen (15) days next preceding the date of first giving of notice of such redemption.

(12) The Series 1998 Bonds maturing on and after January 1, 20__ are subject to redemption at the election or direction of the City prior to maturity on any date on or after January 1, 20__, in whole or in part in any order of maturity designated by the City, in integral multiples of Five Thousand Dollars ($5,000), at the redemption prices (expressed as percentages of aggregate principal amount) set forth in the table below, plus accrued interest thereon to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices

(13) After giving effect to Series 1998 Bonds maturing on January 1, 20__ purchased by the Trustee and Series 1998 Bonds of such maturity surrendered by the City to the Trustee (which Series 1998 Bonds shall be credited against Sinking Fund Installments described in the Indenture with respect to the Series 1998 Bonds maturing on January 1, 20__), Series 1998 Bonds maturing on January 1, 20 __ are also subject to redemption prior to maturity on January 1 of the years 20__ through 20__ in satisfaction of such Sinking Fund Installments, at a redemption price equal to the principal amount thereof.

(14) If less than all of the Series 1998 Bonds of like maturity shall be called for redemption, the particular Series 1998 Bonds or portions thereof to be redeemed shall be selected at random by the Trustee not more than sixty (60) days prior to the date fixed for redemption in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 1998 Bond of a denomination of more than Five Thousand Dollars ($5,000) to be redeemed shall be in the principal amount of Five Thousand Dollars ($5,000) or an integral multiple thereof

and that, in selecting portions of such Series 1998 Bonds for redemption, the Trustee shall treat each such Series 1998 Bond as representing that number of Series 1998 Bonds of Five Thousand Dollar ($5,000) denomination which is obtained by dividing the principal amount of such Series 1998 Bonds to be redeemed in part by Five Thousand Dollars ($5,000). Notice of the redemption of Series 1998 Bonds shall be given by the Trustee by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Registered Owners of the Series 1998 Bonds to be redeemed at their address shown on the registration books of the City maintained by the Registrar. With respect to an optional redemption of any Series 1998 Bonds, unless monies sufficient to pay the principal of, redemption premium, if any, and interest on the Series 1998 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, 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, such notice shall be of no force and affect, the City shall not redeem such Series 1998 Bonds 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 1998 Bonds will not be redeemed. If, on the date fixed for redemption, monies for the redemption of all Series 1998 Bonds or portions thereof to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on the Series 1998 Bonds or portion thereof so called for redemption shall cease to accrue and become payable.

(15) The Indenture provides that if the City shall pay the Principal or redemption price, if applicable, and interest due or to become due on all Bonds, at the times and in the manner stipulated therein and in the Indenture, then the pledge and lien created by the Indenture for all Bonds shall be discharged and satisfied. If the City shall pay the principal or redemption price, if applicable, and interest due and to become due on all Bonds of a particular series, maturity within a series or portions of a maturity within a series at the times and in the manner stipulated therein and in the Indenture, then the pledge and lien created by the Indenture for such Bonds shall thereupon be discharged and satisfied. Bonds or interest installments for the payment or redemption of which monies shall have been set aside and held in trust at or prior to their maturity or redemption date shall be deemed to have been paid if, among other things, the City shall have delivered to the Trustee either monies in an amount which shall be sufficient or Defeasance Obligations (as defined in the Indenture), the principal of and interest on which when due will provide monies which, together with the monies, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or redemption price, if applicable, of and interest due and to become due on said Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be. Defeasance Obligations and monies so deposited with the Trustee shall be held in trust for the payment of the principal or redemption price, if applicable, of and interest on said Bonds.

(16) The Bonds do not represent or constitute a debt of the City or of the State of Illinois within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit of the City or the State of Illinois or the grant to the Registered Owners thereof of any right to have the City or the General Assembly of the State of Illinois levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Registered Owner hereof shall, however, have the right to enforce the covenants of the City contained in the Indenture regarding the imposition and collection of the Pledged Sales Tax Revenues. The Bonds are payable solely from the Pledged Sales Tax Revenues and sources pledged for their payment in accordance with the Indenture. No recourse shall be had for the payment of the principal or redemption price of or interest on the Bonds or for any claim based thereon or on the Indenture against any past, present or future member, officer, employee or agent of the City, or any successor, public body or person executing the Bonds, either directly or through the City, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of the Bonds.

(17) The Registered Owner of this Series 1998 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.

(18) Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form Of Assignment]

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

Unif. Gift to 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 _____

_____

(Name and Address of Assignee)

_____

(Please insert Social Security or other identifying number of Assignee)

The within Series 1998 Bond does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Series 1998 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 as it appears upon the face of the within Series 1998 Bond in every particular, without alteration or enlargement or any change whatever.

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

AUTHORIZATION FOR ISSUANCE OF WASTEWATER TRANSMISSION REVENUE BONDS, REFUNDING SERIES 1998.

The Committee on Finance submitted the following report:

CHICAGO, December 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 Wastewater Transmission Revenue Bonds, Refunding Series 1998 in an amount not to exceed $75,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Alderman Burke abstained from voting pursuant to Rule 14.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas – Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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:

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

Part A.

Article I.

Authority And Findings.

SECTION 1.1 Authority. This ordinance is adopted pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois. This ordinance authorizes the issuance of Series 1998 Bonds as follows: (i) Part B of this ordinance authorizes the issuance, from time to time, of 1998 Senior Lien Bonds in one (1) or more series, in such principal amounts and with such terms and provisions set forth in Part B, (ii) Part C of this ordinance authorizes the issuance, from time to time, of 1998 Second Lien Bonds in one (1) or more series, in such principal amounts and with such terms and provisions set forth in Part C and in the 1998 Second Lien Bonds Indenture approved in Part C; and (iii) Part D of this ordinance sets forth provisions applicable to both the 1998 Senior Lien Bonds and the 1998 Second Lien Bonds.

SECTION 1.2 Findings. It is found and declared as follows:

(a) 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, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

(b) The City has constructed and is maintaining and operating the sewer system to meet the needs of the City's inhabitants and other users of the sewer system. The sewer system is operated under the supervision and control of the Department of Sewers of the City.

(c) The City has issued (i) the Outstanding Series 1993 Bonds, the Outstanding Series 1994 Bonds and the Outstanding Series 1995 Bonds with a claim for payment solely from the Net Revenues Available for Bonds of the sewer system and (ii) the Outstanding Series 1997 Bonds with a claim for payment solely from Second Lien Bond Revenues of the sewer system. No

other outstanding obligations have a claim for payment from Net Revenues Available for Bonds or Second Lien Bond Revenues of the sewer system.

(d) The City has determined to authorize the issuance of its Wastewater Transmission Revenue Bonds, Refunding Series 1998 (the "1998 Senior Lien Bonds"), its Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998 (the "1998 Second Lien Bonds"), or any combination of 1998 Senior Lien Bonds and 1998 Second Lien Bonds, in one (1) or more series for one (1) or more of the purposes of (i) refunding all or a portion of the Outstanding Series 1994 Bonds, (ii) paying costs of issuance of the Series 1998 Bonds, including costs of acquiring a Bond Debt Service Reserve Account Credit Instrument for the 1998 Senior Lien Bonds and costs of acquiring Debt Service Reserve Account Credit Instrument (as defined in the 1998 Second Lien Bonds Indenture) for the 1998 Second Lien Bonds, (iii) making a deposit in the Bond Debt Service Reserve Account and the Debt Service Reserve account established by the 1998 Second Lien Bonds Indenture and (iv) providing for any discount on the Series 1998 Bonds.

(e) It is advisable and in the best interests of the City to provide for the refunding prior to maturity of all or a portion of the Outstanding Series 1994 Bonds as determined by the Chief Financial Officer as authorized by this ordinance.

(f) The City does not have available funds sufficient to refund the Outstanding Series 1994 Bonds.

(g) In accordance with the covenants of the City in the Series 1993 Bond Ordinance, the Series 1994 Bond Ordinance and the Series 1995 Bond Ordinance, concurrent with the issuance, sale and delivery of the 1998 Senior Lien Bonds, all the conditions and requirements specified in Article VI of the Series 1993 Bond Ordinance, in Article VI of the Series 1994 Bond Ordinance and in Article VI of the Series 1995 Bond Ordinance shall have been fully satisfied and complied with, and based upon such satisfaction and completing, the 1998 Senior Lien Bonds shall have a claim for payment from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Senior Lien Bonds. In accordance with the covenants of the City in the Series 1997 Indenture, concurrent with the issuance, sale and delivery of the 1998 Second Lien Bonds, all the conditions and requirements specified in Section 6.5 of the Series 1997 Indenture shall have been fully satisfied and complied with, and based upon such satisfaction and compliance, the 1998 Second Lien Bonds shall have a claim for the payment from Second Lien Bond Revenues or an equal and ratable basis with all other Outstanding Second Lien Bonds.

(h) The 1998 Second Lien Bonds will have a claim for payment from Second Lien Bond Revenues on an equal and ratable basis with the Series 1997 Bonds

and any Second Lien Parity Bonds.

(i) The City proposes to issue and sell the 1998 Senior Bonds and the 1998 Second Lien Bonds in the manner authorized in this ordinance in one (1) or more series in a combined aggregate principal amount not to exceed Seventy-five Million Dollars ($75,000,000) plus an amount equal to the amount of any original issue discount used in marketing the Series 1998 Bonds of a series.

(j) The borrowing authorized by this ordinance and the issuance of the Series 1998 Bonds are for a proper public purpose and are in the public interest. The City has the power to borrow for the purposes set forth in this ordinance and to issue the Series 1998 Bonds.

(k) The City's ability to issue 1998 Senior Lien Bonds and 1998 Second Lien Bonds from time to time without further action by the City Council at various times, in various principal amounts and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the sewer system upon the most favorable terms available.

(l) Authority is granted to the Chief Financial Officer to determine to sell the Series 1998 Bonds in one (1) or more series of 1998 Senior Lien Bonds or one (1) or more series of 1998 Second Lien Bonds, or any combination of the foregoing, as and to the extent the Chief Financial Officer determines that such sale or sales is desirable and in the best financial interest of the sewer system.

(m) This ordinance is adopted pursuant to the City's constitutional home rule powers.

Part B.

Article I.

Definitions.

SECTION 1.1 Definitions. As used in Part A, Part B and Part D of this ordinance, the following terms shall have the following meanings, unless the context clearly indicates a different meaning:

"Bond Debt Service Requirement" means, for any fiscal year, the principal of and interest on senior lien bonds required to be paid in that fiscal year. With respect to any senior lien bonds for which any interest is payable by

appreciation in principal amount, the bond debt service requirement for a fiscal year includes all appreciated principal payable in that fiscal year but does not include the increase in principal that occurs in the fiscal year but is not payable in that fiscal year. Any senior lien bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for these purposes as being due on the date they are required to be redeemed and not on their stated maturity dates.

"Bond Debt Service Reserve Account" means the separate account of that name previously established in the sewer revenue fund and described in Section 4.3 of this Part B.

"Bond Debt Service Reserve Account Credit Instrument" means a non-cancellable insurance policy, a non-cancellable surety bond or an irrevocable letter of credit that may be delivered to the City in lieu of or in partial substitution for cash or securities required to be on deposit in the Bond Debt Service Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer that, at the time of the issuance of the insurance policy or surety bond, has been assigned a credit rating that is within one of the two highest rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, accorded insurers by at least two (2) rating agencies. Letters of credit shall be issued by a banking institution that has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one (1) of the two (2) highest rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, from at least two (2) rating agencies. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive payment for the purposes for which the Bond Debt Service Reserve Account may be used or for deposit in that account and shall be irrevocable during its terms.

"Bond Debt Service Reserve Account Credit Instrument Coverage" means, with respect to any Bond Debt Service Reserve Account Credit Instrument on any date of determination, the amount available to pay principal of and interest on the senior lien bonds under that Bond Debt Service Reserve Account Credit Instrument.

"Bond Debt Service Reserve Requirement" means, as of any date of computation, an amount equal to the sum of (i) with respect to the 1998 senior lien bonds, an amount equal to the least of (A) the highest future Bond Debt Service Requirement of all 1998 senior lien bonds in any fiscal year including the fiscal year in which the date of computation falls; (B) ten percent (10%) of the original principal amount of the 1998 senior lien bonds (less any original

issue discount); or (c) one hundred twenty-five percent (125%) of average annual Bond Debt Service Requirement of the 1998 senior lien bonds; and, (ii) with respect to any series of senior lien parity bonds, such amounts as shall be established by the ordinance authorizing that series of senior lien parity bonds, not to exceed the least of (A) the highest future Bond Debt Service Requirement of that series of senior lien parity bonds in any fiscal year including the fiscal year in which the date of computation falls; (B) ten percent (10%) of the original principal amount of that series of senior lien parity bonds (less any original issue discount); or (C) one hundred twenty-five percent (125%) of the average annual Bond Debt Service Requirement for that series of senior lien parity bonds. Any senior lien bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.

"Bonds Principal and Interest Account" means the separate account of that name previously established in the sewer revenue fund and described in Section 4.3 of this Part B.

"Bond Purchase Agreement" means each bond purchase agreement between the city and the initial purchasers of the 1998 senior lien bonds of a series authorized by Section 2.12(a) of this Part B.

"Bond Registrar" means the bond registrar and paying agent for the 1998 senior lien bonds that shall be selected by the chief financial officer pursuant to Article II of this Part B, or any successor to it in those capacities appointed by the chief financial officer and any co-bond registrar separately appointed by the chief financial officer.

"Capital Appreciation 1998 Senior Lien Bonds" means any 1998 senior lien bonds that are designated by the chief financial officer in the determination certificate to be capital appreciation bonds, the interest on which shall be payable as appreciation in the principal amount of those 1998 senior lien bonds, when the principal amount of the bonds is due.

"Chief Financial Officer" means the person designated by the mayor as the city's chief financial officer, or if no such designation has been made or if such position is vacant, the City Comptroller of the city.

"City" means the city of Chicago.

"City Council" means the city council of the City.

"Clerk" means the city clerk of the City.

"Compound Accreted Value" means, with respect to any 1998 senior lien bond any interest on which is payable by appreciation in its principal amount, as of any date of calculation, its original principal amount plus the appreciation in its principal amount to that date calculated as provided in the determination certificate.

"Costs of Issuance" means with respect to any series of Senior Lien Bonds, all fees and costs incurred by the City relating to the issuance of the 1998 Senior Lien Bonds, including, without limitation, printing costs, authenticating agent's initial fees and charges, bond registrar's fees and charges, paying agent's fees and charges, trustee's fees and charges, financial advisory of the original principal amount of the 1998 senior lien bonds (less any original issue discount); or (c) one hundred twenty-five percent (125%) of average annual Bond Debt Service Requirement of the 1998 senior lien bonds; and, (ii) with respect to any series of senior lien parity bonds, such amounts as shall be established by the ordinance authorizing that series of senior lien parity bonds, not to exceed the least of (A) the highest future Bond Debt Service Requirement of that series of senior lien parity bonds in any fiscal year including the fiscal year in which the date of computation falls; (B) ten percent (10%) of the original principal amount of that series of senior lien parity bonds (less any original issue discount); or (C) one hundred twenty-five percent (125%) of the average annual Bond Debt Service Requirement for that series of senior lien parity bonds. Any senior lien bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.

"Depository" means any bank, trust company, national banking association, savings bank or other banking association, having capital stock, surplus and retained earnings of Ten Million Dollars ($10,000,000) or more, selected by the Chief Financial Officer as a depository of monies and securities held in the Bond Principal and Interest Account, the Bond Debt Service Reserve Account and the senior lien rebate account under the provisions of this Part B.

"Determination Certificate" means the certificate of the Chief Financial Officer with respect to the 1998 senior lien bonds of a series filed with the Office of the Clerk addressed to the City Council, as provided in Section 2.12(e) of this Part B.

"Fiscal Year" means the period beginning January 1 and ending December 31 of any year.

"Government Obligations" means the securities that are obligations described in clauses (a) and (b) of the definition of permitted investments in this Section 1.1.

"Gross Revenues" means all income and receipts from any source that under generally accepted accounting principles are properly recognized as being derived from the operation of the sewer system, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the sewer system, (c) grants (excluding grants received for capital projects) and (d) investment earnings.

"Independent Consulting Engineer" means any engineer or firm of engineers of national reputation selected by the City and generally recognized to be well qualified in engineering matters relating to municipal sewer systems.

"Initial Purchasers" means the underwriters or group of underwriters to whom the City will sell the 1998 senior lien bonds of a series and with whom the City will enter into a Bond Purchase Agreement, as the Chief Financial Officer shall designate in the related Determination Certificate.

"Investment Earnings" means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or any money in the Accounts in the sewer revenue fund (other than the senior lien rebate accounts) specified in Section 4.3 of this Part B. Investment earnings do not include interest or earnings on investments of any Construction Accounts.

"Mayor" means the mayor of the City.

"Municipal Code" means the municipal code of the City, as amended.

"Net Revenues" means that portion of the Gross Revenues remaining in any period after providing sufficient funds for operation and maintenance costs.

"Net Revenues Available For Bonds" means that portion of the Net Revenues remaining in any period, minus any amounts deposited during that period in the sewer rate stabilization account as provided in Section 4.3 of this Part B (other than amounts transferred to that Account from amounts received upon the issuance of any senior lien parity bonds) and plus the amounts withdrawn during that period from that Account.

"1998 Second Lien Bonds" means the second lien wastewater transmission revenue bonds, refunding Series 1998 authorized by Section 2.1 of Part C of this ordinance.

"1998 Senior Bonds" means the wastewater transmission revenue bonds, refunding series 1998 authorized by Section 2.1 of this Part B.

"Operation and Maintenance Costs" means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal,

replacement and repair of the sewer system, that under generally accepted accounting principles are properly chargeable to the sewer system and not capitalized, including, without limitation, salaries, wages, taxes, contracts for service, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, the costs related to any agreements or other arrangements entered into pursuant to Section 2.13 of this Part B, trustee's fees, paying agent's fees and all incidental expenses, but excluding any provision for depreciation or for interest on senior lien bonds, second lien bonds or other obligations for borrowed money payable from Net Revenue Available for Bonds.

"Ordinance" means this ordinance as it may be modified or amended from time to time pursuant to Article VIII of this Part B.

"Outstanding" means, with reference in this ordinance to any series of senior lien bonds, all of such obligations that are outstanding and unpaid, provided that such term shall not include obligations:

(a) that have been paid or redeemed in full both as to principal, redemption premium, if any, and interest; or

(b) that have matured or that have been duly called for redemption and for the payment of which monies are on deposit with designated paying agents or trustees for such senior lien bonds, or are otherwise properly available, sufficient to pay the principal of, redemption premium, if any, and interest on such senior lien bonds; or

(c) for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Government Obligation, in each case the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such senior lien bonds; or

(d) that are owned by the City.

"Permitted Investments" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that

such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book-entry procedures prescribed at 31 C.F.R. 306.0, et seq. or 31 C.F.R. 350.0, et seq. (or other similar book-entry procedures similarly prescribed by federal law or regulations adopted after the date of adoption of this Ordinance), has been created in such obligations for the benefit of the applicable account in the sewer revenue fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on any 1998 senior lien bonds or other obligations that are payable from Net Revenues Available For Bonds;

(c) obligations of the Federal National Mortgage Association or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the 1998 senior lien bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association that has capital of not less than One Hundred Million Dollars ($100,000,000) or (ii) by certificates of deposit that are continuously and fully insured by any agency of the United States of America;

(e) repurchase agreements with banks described in clause (d) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision that are, at the time of purchase, rated by at least two (2) rating agencies in one (1) of their two (2) highest respective long-term rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two (2) rating agencies then a rating by one (1) rating agency shall be satisfactory) for comparable types of debt obligations;

(g) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are, at the time of purchase, rated by at least two (2) rating agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two (2) rating agencies then a rating by one (1) rating agency shall be satisfactory), for comparable types of debt obligations;

(h) repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include the Bond Registrar or a Depository), insurance company or any other financial institution that at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated by at least two (2) rating agencies in their highest long-term rating agency category, without regard to any refinement of gradation of rating category by numerical modifier or otherwise, or if such institution is not so rated, the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties;

(i) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated by at least one (1) rating agency in its highest short-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(j) certificates of deposit of national banks that are either fully collateralized at least one hundred ten percent (110%) by marketable United States government securities marked to market at least monthly or secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, as rated by at least one (1) rating agency and maintaining such rating during the term of such investment; and

(k) shares of a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act

of 1933.

"Provider" means a company, banking institution or other financial institution that is the issuer of a Bond Debt Service Reserve Account Credit Instrument.

"Rating Agency" means any nationally recognized securities rating agency.

"Registered Owner" means any person in whose name a senior lien bond is registered in the registration books of the City maintained by the Bond Registrar.

"Reimbursement Agreement" means an agreement between the City and a Provider entered into with respect to a Bond Debt Service Reserve Account Credit Instrument and that pertains to the repayment to the Provider, with interest, if any, of amounts advanced pursuant to the Bond Debt Service Reserve Account Credit Instrument.

"Second Lien Bonds" means the series 1997 bonds, the 1998 second lien bonds and all second lien parity bonds.

"Second Lien Bond Account" means the separate account of that name established in the sewer revenue fund as provided in Section 4.3 of this Part B.

"Second Lien Bond Revenues" means all sums, amounts, funds or monies which may be withdrawn from the Second Lien Bond Account pursuant to Section 4.3(e) of this Part B.

"Second Lien Construction Accounts" means the various accounts established for construction purposes by the ordinances authorizing the series 1997 bonds or any second lien parity bonds and any account established to pay costs of issuance of Second Lien Bonds.

"Second Lien Parity Bonds" means obligations, other than the series 1997 bonds and the 1998 Second Lien Bonds, which are payable from Second Lien Bond Revenues on an equal and ratable basis with all other Outstanding Second Lien Bonds.

"Senior Lien Bonds" means the 1998 senior lien bonds, the series 1995 bonds, the series 1994 bonds, the series 1993 bonds and all senior lien parity bonds.

"Senior Lien Construction Accounts" means the various accounts established for construction purposes by the ordinances authorizing the series 1995

bonds, the series 1994 bonds or any senior lien parity bonds and any account established to pay Costs of Issuance of Senior Lien Bonds.

"Senior Lien Parity Bonds" means obligations that may be issued after the issuance and delivery of the 1998 Senior Lien Bonds in accordance with Article VI of this Part B and that are payable from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Senior Lien Bonds.

"Senior Lien Rebate Account" or "Senior Lien Rebate Accounts" means the separate account or accounts with that title in the sewer revenue fund referred to in Section 4.3 of this Part B.

"Series 1998 Bonds" means, collectively, the 1998 Senior Lien Bonds and the 1998 Second Lien Bonds that are Outstanding from time to time.

"Series 1997 Bonds" means the Second Lien Wastewater Transmission Revenue Bonds, Series 1997, authorized pursuant to the series 1997 bond ordinance and issued pursuant to the Series 1997 Indenture.

"Series 1995 Bonds" means the wastewater transmission revenue bonds, series 1995, of the City authorized by and issued pursuant to the series 1995 bond ordinance.

"Series 1994 Bonds" means the wastewater transmission revenue bonds, series 1994, of the City authorized by and issued pursuant to the series 1994 bond ordinance.

"Series 1993 Bonds" means the wastewater transmission revenue bonds, refunding series 1993, of the City authorized by and issued pursuant to the series 1993 bond ordinance.

"Series 1997 Indenture" means the trust indenture dated as of September 1, 1997 from the City to First Trust National Association, as trustee, providing for the issuance of the Series 1997 Bonds.

"Series 1997 Bond Ordinance" means the ordinance passed by the City Council on June 4, 1997, authorizing the issuance of the Series 1997 Bonds.

"Series 1995 Bond Ordinance" means the ordinance passed by the City Council on November 8, 1995, authorizing the issuance of the Series 1995 Bonds.

"Series 1994 Bond Ordinance" means the ordinance passed by the City Council on March 23, 1994, authorizing the issuance of the Series 1994 Bonds.

"Series 1993 Bond Ordinance" means the ordinance passed by the City Council on February 10, 1993, as amended by the City Council on March 8, 1993, authorizing the issuance of the Series 1993 Bonds.

"Sewer Rate Stabilization Account" means the separate account of that name established in the sewer revenue fund as provided in Section 4.3 of this Part B.

"Sewer Revenue Fund" means the separate fund designated the "Sewer Revenue Fund of the City of Chicago" previously established by the City pursuant to the Municipal Code and described in Section 4.2 of this Part B.

"Sewer System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions and any and all further extensions, improvements and additions to the sewer system.

As used in this Ordinance, with respect to any 1998 Senior Lien Bond on which any interest is payable by appreciation in its principal amount, the term "principal" refers, as of any date, to a 1998 Senior Lien Bond's Compound Accreted Value.

Article II.

The 1998 Senior Lien Bonds.

SECTION 2.1 Principal Amount, Designation, Source Of Payment. The City is authorized to borrow money for the purposes specified in Section 2.2 of this Part B and in evidence of its obligation to repay the borrowing is authorized to issue the 1998 Senior Lien Bonds in one or more series in an aggregate principal amount not to exceed Seventy-five Million Dollars ($75,000,000) plus an additional amount equal to the amount of original issue discount used in the marketing of the 1998 Senior Lien Bonds of a series, provided that the maximum aggregate principal amount of 1998 Senior Lien Bonds and 1998 Second Lien Bonds that may be issued under or pursuant to this ordinance is limited to Seventy-five Million Dollars ($75,000,0000) plus an amount equal to the amount of any original issue discount used in the marketing of the Series 1998 Bonds of a series. The 1998 Senior Lien Bonds shall be designated "Wastewater Transmission Revenue Bonds, Refunding Series 1998" or such other designation as shall be set forth in the Determination Certificate. If 1998 Senior Lien Bonds are issued in more than one series, each series shall be appropriately designated to indicate its order of issuance. The 1998 Senior Lien Bonds shall

be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the Net Revenues Available for Bonds and from the Senior Lien Construction Accounts and the Accounts established as provided in Section 4.3 of this Part B (other than the Second Lien Bonds Account), all on an equal and ratable basis with any other Senior Lien Bonds that may be Outstanding from time to time. The Senior Lien Bonds, including the 1998 Senior Lien Bonds, shall have no claim for payment from amounts on deposit in the Second Lien Bonds Account or from Second Lien Bond Revenues. The 1998 Senior Lien Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. Each 1998 Senior Lien Bond shall contain a statement to that effect.

SECTION 2.2 Purposes. The borrowing and issuance of the 1998 Senior Lien Bonds authorized in Section 2.1 of this Part B shall be for one or more of the purposes of (a) providing funds to refund all or a portion of the Outstanding Series 1994 Bonds, (b) paying Costs of Issuance of the 1998 Senior Lien Bonds, including costs of acquiring a Bond Debt Service Reserve Account Credit Instrument, (c) making a deposit in the Bond Debt Service Reserve Account and (d) providing any discount on the 1998 Senior Lien Bonds as provided by the Chief Financial Officer as authorized under Article II of this Part B.

SECTION 2.3 Date; Denominations; Numbers. The 1998 Senior Lien Bonds, other than Capital Appreciation 1998 Senior Lien Bonds, shall be issued as fully registered bonds without coupons in denominations of Five Thousand Dollars ($5,000) or any integral multiple of that amount. Each 1998 Senior Lien Bond, other than Capital Appreciation 1998 Senior Lien Bonds, shall bear a dated date as set forth in the Determination Certificate, and shall bear interest from the later of its dated date or the most recent interest payment date to which interest has been paid or duly provided for. Any Capital Appreciation 1998 Senior Lien Bonds shall be dated as set forth in the Determination Certificate and shall be issued as fully registered bonds without coupons in denominations of Five Thousand Dollar ($5,000) Compound Accreted Value at maturity or any integral multiple of that amount. 1998 Senior Lien Bonds shall be numbered as provided in the Determination Certificate.

SECTION 2.4 Maturity. The principal of the 1998 Senior Lien Bonds (including the Compounded Accreted Value at maturity for Capital Appreciation 1998 Senior Lien Bonds) shall be payable (either at maturity or pursuant to mandatory sinking fund redemption), on January 1 of the years and in the amounts provided in the Determination Certificate, subject to the limitation that no 1998 Senior Lien Bond shall mature later than January 1, 2030. Capital Appreciation 1998 Senior Lien Bonds also may mature on July 1 of the years and in the Compound Accreted Values at maturity provided in the Determination

Certificate. The 1998 Senior Lien Bonds shall be issued as serial bonds, as term bonds subject to mandatory sinking fund redemption, as Capital Appreciation 1998 Senior Lien Bonds, or in any combination of serial bonds, term bonds and Capital Appreciation 1998 Senior Lien Bonds. The maturities for the 1998 Senior Lien Bonds and any designation of 1998 Senior Lien Bonds as Capital Appreciation 1998 Senior Lien Bonds shall be as provided in the Determination Certificate, which shall be consistent with the terms of sale of the 1998 Senior Lien Bonds in the Bond Purchase Agreement.

SECTION 2.5 Redemption; Notice Of Redemption.

(a) Redemption Terms. The 1998 Senior Lien Bonds shall be subject to redemption, in whole or in part, at the option of the City, at a price equal to their principal amount, plus accrued interest to the date of redemption if not an interest payment date, and, subject to the remaining provisions of this Section 2.5, upon such other terms as the Chief Financial Officer shall provide in the Determination Certificate, each and all of which the Chief Financial Officer is authorized and directed to determine and approve on behalf of and in the name of the City. The 1998 Senior Lien Bonds, other than Capital Appreciation 1998 Senior Lien Bonds shall be subject to optional redemption at an initial redemption premium not greater than three percent (3%) of the principal amount of the 1998 Senior Lien Bonds to be so redeemed. Capital Appreciation 1998 Senior Lien Bonds shall be subject to optional redemption at an initial redemption premium not greater than five percent (5%) of the Compound Accreted Value of Capital Appreciation 1998 Senior Lien Bonds to be so redeemed.

(b) Mandatory Sinking Fund Redemption. Any term 1998 Senior Lien Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Bond Registrar, as provided below, and shall be so redeemed at a price equal to one hundred percent (100%) of the principal amount of the 1998 Senior Lien Bonds to be redeemed plus accrued interest to the date fixed for redemption if not an interest payment date. In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the 1998 Senior Lien Bonds through the purchase of 1998 Senior Lien Bonds in the open market or by tender therefor. 1998 Senior Lien Bonds shall not be purchased in the open market from monies in the Sewer Revenue Fund at a price in excess of the principal amount of the 1998 Senior Lien Bonds plus the redemption premium applicable to the redemption of such 1998 Senior Lien Bonds on the next date on which they may be optionally redeemed and accrued and unpaid interest on the principal of the purchased 1998 Senior Lien Bonds to the date of purchase (or for Capital Appreciation 1998 Senior Lien Bonds, their Compound Accreted Value at such date of purchase plus the redemption premium applicable to the redemption of such Capital Appreciation 1998 Senior

Lien Bonds on the next date on which they may be optionally redeemed). The amount of mandatory sinking fund redemption payments due for any 1998 Senior Lien Bonds shall be reduced upon the redemption of 1998 Senior Lien Bonds other than pursuant to mandatory sinking fund redemption (or by the purchase for cancellation of 1998 Senior Lien Bonds from monies otherwise to be used for such redemption not pursuant to mandatory sinking fund redemption), on or prior to the due dates of specific mandatory sinking fund payments. The total credit against mandatory sinking fund payments shall equal the amount of 1998 Senior Lien Bonds so redeemed or purchased. An amount equal to the aggregate principal amount of the Outstanding 1998 Senior Lien Bonds that have been redeemed or purchased and canceled shall be applied to reduce the sinking fund installments due, provided that such amount shall reduce the sinking fund installments in denominations of Five Thousand Dollars ($5,000) and integral multiples thereof. The Chief Financial Officer shall in his or her sole discretion determine the amounts and due dates of the mandatory sinking fund payments against which the redemption or purchase shall be credited, and shall notify the Bond Registrar in writing of such determination.

(c) Partial Redemption of Bonds. In the event of a redemption of fewer than all the 1998 Senior Lien Bonds of a maturity, the Bond Registrar shall assign to each Outstanding 1998 Senior Lien Bond of a denomination greater than Five Thousand Dollars ($5,000) a distinctive number for each Five Thousand Dollar ($5,000) portion of such 1998 Senior Lien Bond so as to distinguish each such Five Thousand Dollar ($5,000) portion from each other portion of such 1998 Senior Lien Bond. The Bond Registrar shall select by lot, in a manner the Bond Registrar determines to be fair, from the numbers assigned to the 1998 Senior Lien Bonds as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the principal amount of 1998 Senior Lien Bonds to be redeemed. The 1998 Senior Lien Bonds to be redeemed shall be the 1998 Senior Lien Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such 1998 Senior Lien Bond of a denomination greater than Five Thousand Dollars ($5,000) shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected. The foregoing procedure shall be applied to any Capital Appreciation 1998 Senior Lien Bonds to be so redeemed in denomination of Five Thousand Dollars ($5,000) of Compound Accreted Value at maturity.

(d) Notice of Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not fewer the thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to each Registered Owner of 1998 Senior Lien Bonds to be redeemed at such Registered Owner'SECTION address as shown in the registration books kept by the Bond Registrar and by such other additional method, if any, as the City shall deem appropriate. Notice of redemption shall specify the maturities of the 1998 Senior Lien Bonds to be redeemed, the date fixed for redemption and, if fewer than all of the 1998 Senior

Lien Bonds of any maturity are to be redeemed, the numbers of such 1998 Senior Lien Bonds to be redeemed and, in the case of 1998 Senior Lien Bonds to be redeemed in part only, the respective portions of the principal amounts of such 1998 Senior Lien Bonds to be redeemed. Failure to give such notice by mail or a defect in the notice or the mailing as to any 1998 Senior Lien Bond shall not effect the validity of any proceedings for redemption as to any other 1998 Senior Lien Bond as to which notice was given properly and the failure of any Registered Owner of a 1998 Senior Lien Bond to receive the notice shall not effect the validity of the redemption.

With respect to an optional redemption of any 1998 Senior Lien Bonds, unless monies sufficient to pay the principal of, redemption premium, if any, and interest on the 1998 Senior Lien Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such monies by the Bond Registrar on or prior to the date fixed for redemption. If such monies are not received, such notice shall b of no force and effect, the City shall not redeem such 1998 Senior Lien Bonds and the Bond Registrar 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 1998 Senior Lien Bonds will not be redeemed.

If less than the entire principal amount of a 12998 Senior lien Bond shall be called for redemption, the City shall execute and the Bond Registrar shall authenticate and deliver, upon surrender of such 1998 Senior Lien Bond, without charge to the Registered Owner, one (1) or more new 1998 Senior Lien Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the 1998 Senior Lien Bond so surrendered. If, on the date fixed for redemption, (a) monies in an amount equal to the redemption price of the 1998 Senior Lien Bonds to be redeemed shall be held by the Bond Registrar and are available for such redemption and (b) notice of redemption shall have been given as described above, interest on the 1998 Senior Lien Bonds so redeemed shall cease from and after the date fixed for redemption.

SECTION 2.6 Interest. The 1998 Senior Lien Bonds shall bear interest from their date until principal is paid at a rate or rates per year determined by the Chief Financial Officer and provided in the Determination Certificate, which shall be in the judgment of the Chief Financial Officer the best interest rates for which the 1998 Senior Lien Bonds can be sold in the market and which, in the aggregate, result in a net interest cost (expressed asa a percentage) not in excess of ten percent (10%) per annum computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months. interest on the 1998 Senior Lien Bonds, other than Capital Appreciation 1998 Senior Lien

Bonds, shall be payable semi-annually on January 1, and July 1 in each year, with the first interest payment date to be determined by the Chief Financial Officer and det forth in the Determination Certificate. Capital Appreciation 1998 Senior Lien Bonds shall bear interest payable solely by an appreciation in their principal amount, from their date, compounded on each January 1 and July 1, as provided in the Determination Certificate.

SECTION 2.7 Places And Medium Of Payment.

(a) Interest on each 1998 Senior Lien Bond, other than Capital Appreciation 1998 Senior Lien Bonds, shall be paid on each interest payment date to the person in whose name the 1998 Senior Lien Bond is registered in the registration books kept by the Bond Registrar at the close of business on the fifteenth (15^{th}) day (whether or not a business day) of the calendar month next preceding such interest payment date. Interest shall be paid by check or draft mailed to such Registered Owner at such Registered Owner's address as it appears in the registration books or, at the request of Registered Owners of more than One Million Dollars ($1,000,000) total principal amount of 1998 Senior Lien Bonds, by wire transfer pursuant to their instructions to a financial institution located in the continental United States.

(b) Principal of and redemption premium, if any, on any 1998 Senior Lien Bond shall be paid only upon presentation and surrender of that 1998 Senior Lien Bond for cancellation at the principal corporate trust office of the Bond Registrar. The Bond Registrar is authorized to pay the principal of and the premium, if any, on the 1998 Lien Bonds as provided in this paragraph.

(c) Payment of principal of, reduction premium, if any, and in interest on the 1998 Senior Lien Bonds shall be made in lawful money of the United States of America.

SECTION 2.8 Transfers And Exchanges Of Bonds. The City shall cause books for the registration and transfer of 1998 Senior Lien Bonds to be maintained at the principal corporate trust office of the Bond Registrar.

Any 1998 Senior Lien Bond may be transferred only upon surrender of such 1998 Senior Lien Bond to the Bond Registrar, upon which the City shall execute and the Bond Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one (1) or more new 1998 Senior Lien Bonds of any authorized denomination, of like maturity, aggregate principal amount and series as the 1998 Senior Lien Bond surrendered.

At the option of the Registered Owner, any 1998 Senior Lien Bond may be

exchanged for another 1998 Senior Lien Bond or Bonds of any authorized denomination, of like maturity, aggregate principal amount and series, upon surrender of the 1998 Senior Lien Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Bond Registrar shall authenticate and deliver the 1998 Senior Lien Bonds that the Registered Owner making the exchange is entitled to receive.

Every 1998 Senior Lien Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or shall be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by the Registered Owner of the 1998 Senior Lien Bond or such Registered Owner's duly authorized representative.

In all cases in which 1998 Senior Lien Bonds are to be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed and to reimburse it for any expenses incurred in connection with such transfer or exchange. The Bond Registrar shall not be required to transfer or exchange any 1998 Senior Lien Bond during a period beginning at the opening of business on the fifteenth (15^{th}) day next preceding any date of selection of 1998 Senior Lien Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such 1998 Senior Lien Bond for redemption has been given.

The 1998 Senior Lien Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

The City and any agent of the City may deem and treat the person in whose name any 1998 Senior Lien Bond is registered as the absolute owner of such 1998 Senior Lien Bond for the purpose of receiving payment of or on account of the principal of, redemption premium, if any, and interest on such 1998 Senior Lien Bond, and for all other purposes. Neither the City nor any agent of the City shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 1998 Senior Lien Bond to the extent of the sum or sums paid.

SECTION 2.9 Lost, Stolen, Mutilated Or Destroyed Bonds. If any 1998 Senior Lien Bond becomes mutilated or is lost, stolen or destroyed, the City may execute and the Bond Registrar shall authenticate and deliver a new 1998 Senior Lien Bond of the same date of issue, series, maturity date, principal amount and interest rate per annum as the 1998 Senior Lien Bond mutilated, lost, stolen or destroyed, provided that (a) in the case of a mutilated 1998 Senior Lien Bond, the 1998 Senior Lien Bond is first surrendered to the City, (b) in the case of any lost, stolen or destroyed 1998 Senior Lien Bond, there is first furnished both

evidence of loss, theft or destruction and an indemnity satisfactory to the City and the Bond Registrar, (c) all other reasonable requirements of the City are complied with and (d) expenses in connection with the transaction are paid by the Registered Owner of such 1998 Senior Lien Bonds. Any new 1998 Senior Lien Bonds issued pursuant to this section in substitution for 1998 Senior Lien Bonds alleged to have been destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City whether or not the 1998 Senior Lien Bonds alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other 1998 Senior Lien Bonds in any monies or securities held by the City or the Bond Registrar for the benefit of such Registered Owners.

SECTION 2.10 Form, Execution Of Bonds.

(a) Each 1998 Senior Lien Bond and the Bond Registrar's certificate of authentication to be endorsed of such 1998 Senior Lien Bond shall be in substantially the form included as Exhibit A to this Ordinance, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance, including those necessary for Capital Appreciation 1998 Senior Lien Bonds.

(b) Each 1998 Senior Lien Bond shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer, shall be attested by the manual or facsimile signature of the Clerk, shall have the corporate seal of the City affixed, impressed or printed on such 1998 Senior Lien Bond and shall be authenticated by the manual signature of the Bond Registrar. If any officer of the City whose manual or facsimile signature appears on any 1998 Senior Lien Bond shall cease to be such officer before the delivery of such 1998 Senior Lien Bond, such manual or facsimile signature shall nevertheless by valid and sufficient for all purposes, as if such officer had remained in office until delivery.

(c) The Mayor, the Chief Financial Officer and the City Clerk (if they have not already done so) are authorized to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended. The use of their facsimile signatures to execute the 1998 Senior Lien Bonds is authorized by this Ordinance, and their facimile signatures are hereby adopted as their respective manual signatures, without further action on the part of such officers. Each 1998 Senior Lien Bonds so executed shall be as effective as if manually executed.

(d) No 1998 Senior Lien Bond shall be valid for any purpose unless and until a certificate of authentication of the 1998 Senior Lien Bonds substantially in the form set forth in the form of 1998 Senior Lien Bonds included as Exhibit A to

this Ordinance shall have been duly executed by the Bond Registrar with respect to that 1998 Senior Lien Bond. The executed certificate of authentication upon any such 1998 Senior Lien Bond shall be conclusive evidence that such 1998 Senior Lien Bond has been authenticated and delivered under this Ordinance. The Bond Registrar's certificate of authentication on any 1998 Senior Lien Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Bond Registrar. It shall not be necessary that the same officer or signatory sign the certificate of authenication on each of the 1998 Senior Lien Bonds. The Bond Registrar is authorized and directed to cause 1998 Senior Lien Bonds executed by the City to be authenticated at the request of the City in accordance with the provisions of this Ordinance.

SECTION 2.11 Determination By Chief Financial Officer As To The Refunding Of The Series 1994 Bond. Upon the sale of the 1998 Senior Lien Bonds, the Chief Financial Officer shall determine the amount of the Outstanding Series 1994 Bonds to be refunded, and such determination shall be set forth in the Determination Certificate.

SECTION 2.12 Sale Of 1998 Senior Lien Bonds.

(a) The Chief Financial Officer is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, a Bond Purchase Agreement for the sale by the City of the 1998 Senior Lien Bonds of a series to the Initial Purchasers selected by the Chief Financial Officer pursuant to a negotiated sale on such terms as the Chief Financial Officer may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation, the aggregate principal amount of the 1998 Senior Lien Bonds of such series, the amount of any original issue discount, the maturities of the 1998 Senior Lien Bonds such series, the issuance of such 1998 Senior Lien Bonds as serial bonds as term bonds subject to mandatory sinking fund redemption, as Captial Appreciation 1998 Senior Lien Bonds or in any combination of serial bonds, term bonds or Capital Appreciation 1998 Senior Lien Bonds, the methods by which and rate at which the Compound Accreted Value of Capital Appreciation 1998 Senior Lien Bonds of such series shall be established, the numbering of the 1998 Senior Lien Bonds of such series, the interest rate or rates for the 1998 Senior Lien Bonds of such series, the redemption terms applicable to the 1998 Senior Lien Bonds of such series, all as provided in and subject to the limitations expressed in this Article II. The purchase price of the 1998 Senior Lien Bonds of a series shall not be less than ninety-eight percent (98%) of the original principal amount of the 1998 Senior Lien Bonds of a series plus any accrued interest on the 1998 Senior Lien Bonds (other than Capital Appreciation 1998 Senior Lien Bonds) from their date to the date of their delivery and less any original issue discount on the 1998 Senior Lien Bonds. The Bond Purchase Agreement shall be in substantially the form previously used for similar financings of the City with appropriate revisions to

reflect the terms and provisions of the 1998 Senior Lien Bonds of each series and such other revisions in text as the Chief Financial Officer shall determine are desirable or necessary in connection with the sale of the 1998 Senior Lien Bonds of such series. The Chief Financial Officer may in the Determination Certificate make such changes to the terms of the 1998 Senior Lien Bonds of each series from those provided in this Part B as he or she shall determine but that shall result in the 1998 Senior Lien Bonds having substantially the terms and being in substantially the form provided by this Part B.

(b) The Chief Financial Officer also is authorized to select the Bond Registrar. The Chief Financial Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance. The 1998 Senior Lien Bonds shall be then duly prepared and executed in the form and manner provided in this Part B and delivered to the Initial Purchasers in accordance with the terms of sale.

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the 1998 Senior Lien Bonds of a series a Preliminary Official Statement, as shall be approved by the Chief Financial Officer, that shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the 1998 Senior Lien Bonds of such series and to describe accurately the current condition of the Sewer System and the parties to the financing. Upon the sale of the 1998 Senior Lien Bonds, the Chief Financial Officer is authorized to cause a final Official Statement to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the Clerk directed to the City Council.

(d) Upon finding by the Chief Financial Officer that the purchase of municipal bond insurance for the 1998 Senior Lien Bonds of a series is likely to facilitate the marketing and sale of such 1998 Senior Lien Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, the Chief Financial Officer is authorized to cause the City to purchase a policy of municipal bond insurance for such 1998 Senior Lien Bonds, payable from amounts received upon the sale of the 1998 Senior Lien Bonds or from available funds in the Sewer Revenue Fund, and to execute any related agreements with the provider of such municipal bond insurance. Such policy shall be provided by a bond insurance company or association approved by the Chief Financial Officer. In addition, upon a finding by the Chief Financial Officer that the purchase of a Bond Debt Service Reserve Account Credit Instrument is appropriate, and that such Bond Debt Service Reserve Account Credit Instrument is available at an acceptable cost, the Chief Financial Officer is authorized to cause the City to obtain a Bond Debt Service Reserve Account Credit Instrument to satisfy the Bond Debt Service Reserve Requirement for the 1998 Senior Lien Bonds of a series, the cost of which shall be payable from amounts received upon the sale of such 1998 Senior Lien Bonds or from

available funds in the Sewer Revenue Fund, and to execute a Reimbursement Agreement and any related agreements with the Provider of such Bond Debt Service Reserve Account Credit Instrument. The Chief Financial Officer may on behalf of the City make necessary covenants with respect to any municipal bond insurance or Bond Debt Service Reserve Account Credit Instrument consistent with this Ordinance.

(e) Subsequent to such sale, the Chief Financial Officer shall file in the Office of the Clerk directed to the City Council (i) a Determination Certificate setting forth the terms of sale of the 1998 Senior Lien Bonds of a series, the interest rate or rates for such 1998 Senior Lien Bonds, the identities of the Bond Registrar and the Initial Purchasers, designating any Capital Appreciation 1998 Senior Lien Bonds, setting forth the method by which and rate at which the Compound Accreted Value of Capital Appreciation 1998 Senior Lien Bonds shall be established, and setting forth the amount of any original issue discount, any arrangements made for municipal bond insurance of a Bond Debt Service Reserve Account Credit Instrument, including any covenants made by the City with respect thereto, and the determination made pursuant to Section 2.11 of this Part B with respect to the amount of Series 1994 Bonds to be refunded, (ii) an executed copy of the Bond Purchase Agreement, reflecting concurrence of the Chairman of the Committee on Finance of the City Council in the determinations made by the Chief Financial Officer as to the terms of sale of the 1998 Senior Lien Bonds of such series, and (iii) the final Official Statement of the City as provided in Section 2.12(c) of this Part B.

(f) The 1998 Senior Lien Bonds may be issued in either certificated or book-entry form as determined by the Chief Financial Officer. In connection with the issuance of any 1998 Senior Lien Bonds issued in book-entry form, the Chief Financial Officer is authorized to select the book-entry depository and to execute and deliver a representation letter to the book-entry depository.

(g) The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking shall be binding upon the City and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this

Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any 1998 Senior Lien Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking. No failure by the City to comply with the Continuing Disclosure Undertaking shall constitute a default under this Ordinance or under any Bonds.

SECTION 2.13 Interest Rate Agreement.

The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more agreements with counter parties selected by the Chief Financial Officer, the purpose of which is to reduce the City's interest cost with respect to the 1998 Senior Lien Bonds, to reduce the City's exposure to fluctuations in the interest rate or rates payable on the 1998 Senior Lien Bonds, to establish an interest rate or interest rates or range of interest rates for the 1998 Senior Lien Bonds prior to the execution of the Bond Purchase Agreement or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of 1998 Senior Lien Bonds issued hereunder (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multi currency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealer Association (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such agreement shall (i) constitute an Operation and Maintenance cost of the Sewer System and (ii) be payable solely from available amounts in the Sewer Revenue Fund. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 2.13 shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

Article III.

Disposition Of 1998 Senior Lien Bond Proceeds.

SECTION 3.1 Bond Debt Service Reserve Account. There shall be deposited in the Bond Debt Service Reserve Account from the proceeds of the 1998 Senior Lien Bonds of a series and such other sources as necessary any amount required upon the issuance of such 1998 Senior Lien Bonds to cause the balance in the Bond Debt Service Reserve Account to equal the Bond Debt Service Reserve Requirement or alternatively, to pay the costs of any Bond Debt Service Reserve Account Credit Instrument. No more than ten percent (10%) of the proceeds of any series of the 1998 Senior Lien Bonds shall be deposited in the Bond Debt Service Reserve Account.

SECTION 3.2 Accrued Interest. Accrued interest on 1998 Senior Lien Bonds of a series shall be deposited to the credit of the Bond Principal and Interest Account.

SECTION 3.3 Escrow For Refunded Series 1994 Bonds. If the Chief Financial Officer determines to proceed with the refunding of all or a portion of the Outstanding Series 1994 Bonds pursuant to Article II, the City shall establish an escrow account (the "Escrow Account") for the defeasance of the Series 1994 Bonds to be refunded with the paying agent for the Series 1994 Bonds, as escrow agent (the "Escrow Agent"). From the amounts received upon the sale of the 1998 Senior Lien Bonds, the City shall make an irrevocable deposit into the Escrow Account of an amount sufficient to purchase investment obligations and to deposit cash that shall be sufficient to defease the Series 1994 Bonds to be refunded, as provided in the Series 1994 Bond Ordinance. The City shall enter into an escrow agreement (the "Escrow Agreement") with the Escrow Agent in a form as shall be determined by the Chief Financial Officer. The Chief Financial Officer is authorized to execute and deliver the Escrow Agreement on behalf of the City. The City, by entering into the Escrow Agreement, shall irrevocably determine to call for redemption each such Series 1994 Bond to be refunded at its earliest optional redemption date. In connection with the execution of the Escrow Agreement, the Chief Financial Officer is hereby authorized to execute and deliver, or to direct the Escrow Agent to execute and deliver, agreements providing for the investment or reinvestment of funds held in the Escrow Account.

Article IV.

Sewer Revenue Fund And Accounts.

SECTION 4.1 Revenue Obligations. The 1998 Senior Lien Bonds shall have

a claim for payment together with any Outstanding Senior Lien Bonds solely from the Net Revenues Available for Bonds, the Senior Lien Construction Accounts and the Accounts of the Sewer Revenue Fund as provided in Section 4.3 of this Part B (other than the Second Lien Bonds Account). The Senior Lien Bonds, including the 1998 Senior Lien Bonds shall have no claim for payment from amounts on deposit in the Second Lien Bonds Account or from Second Lien Bond Revenues. The 1998 Senior Lien Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and each 1998 Senior Lien Bond shall contain a statement to that effect. The claim for payment of the Senior Lien Bonds from accounts of the Sewer Revenue Fund and from Net Revenues Available for Bonds shall be senior to the claim of obligations issued on a basis subordinate to the Senior Lien Bonds, including Second Lien Bonds.

SECTION 4.2 Sewer Revenue Fund. There has been created and there exists a separate fund of the City designated the Sewer Revenue Fund into which the Gross Revenues of the Sewer System are and shall be deposited as collected. The Sewer Revenue Fund shall continue as a separate fund of the City. The Sewer Revenue Fund shall constitute a trust fund and has been and is irrevocably pledged to the Registered Owners of the Senior Lien Bonds and (but solely with respect to amounts on deposit in the Second Lien Bonds Account) Second Lien Bonds, from time to time Outstanding for the sole purpose of carrying out the covenants, terms and conditions of this Ordinance and the ordinances authorizing the issuance of Senior Lien Bonds and (but solely with respect to amounts on deposit in the Second Lien Bonds Account) Second Lien Bonds. The Sewer Revenue Fund shall be used only as provided in this Part B and the ordinances authorizing Senior Lien Bonds for (a) paying Operation and Maintenance Costs, (b) paying the principal of, redemption premium, if any, and interest on Senior Lien Bonds or purchasing Senior Lien Bonds and (c) establishing and maintaining (for the purposes specified in those ordinances) the Senior Lien Construction Accounts and the Accounts in the Sewer Revenue Fund described in Section 4.3 of this Part B and all other reserve funds or accounts that are required to be established and maintained in the ordinances authorizing the issuance of the Senior Lien Bonds and Second Lien Bonds; provided that any funds available after these requirements have been satisfied or that are not necessary to satisfy these requirements may be used for any lawful purpose of the Sewer System. A lien on and security interest in the Net Revenues Available for Bonds and the various Accounts of the Sewer Revenue Fund established as provided in Section 4.3 of this Part B (other than the Second Lien Bonds Account) and in the Senior Lien Construction Accounts is granted to the Registered Owners of the Senior Lien Bonds Outstanding from time to time, subject to amounts in the various Accounts being deposited, credited and expended as provided in this Ordinance. No lien or security interest in the Senior Lien Construction Accounts is granted to any Registered Owner of any Senior Lien Bond. This pledge and grant of a lien and security interest is

effective immediately upon the issuance of the 1998 Senior Lien Bonds without the requirement of any further act or filing and is superior to the claims of any other persons whether or not they have notice of this pledge or grant. Nothing in this Ordinance shall prevent the City from commingling money in the Sewer Revenue Fund (except the Accounts to which reference is made in paragraphs (a) through (d) of Section 4.3 of this Part B and the Senior Lien Construction Accounts) with other money, funds and accounts of the City. Any advance by the City to the Sewer Revenue Fund from other funds of the City shall have a claim for reimbursement only from amounts in the Sewer Revenue Fund not required for deposit in the various Accounts specified in paragraphs (a) through (e) of Section 4.3 of this Part B.

SECTION 4.3 Application Of Net Revenues Available For Bonds. There have been created and there exist in the Sewer Revenue Fund, the following separate accounts: the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Sewer Rate Stabilization Account and the Senior Lien Rebate Accounts. There is also created and shall be maintained in the Sewer Revenue Fund, the Second Lien Bonds Account and its various subaccounts for each series of Second Lien Bonds. The Net Revenues Available for Bonds shall be transferred, without any further official action or direction, to the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Senior Lien Rebate Accounts, the Second Lien Bonds Account and the Sewer Rate Stabilization Account in the order in which those accounts are listed below, for use in accordance with the provisions of paragraphs (a), (b), (c), (d) and (e) of this Section 4.3.

(a) Bond Principal and Interest Account. Not later than ten (10) days prior to each principal or interest payment date for the Senior Lien Bonds, there shall be transferred to the Bond Principal and Interest Account sufficient funds (together, with respect to the first (1st) interest payment date on 1998 Senior Lien Bonds, with accrued interest received upon delivery of the 1998 Senior Lien Bonds) to pay the amount of the principal, redemption premium, if any, and interest becoming due, whether upon maturity, redemption or otherwise, on such payment date on all Outstanding Senior Lien Bonds.

Funds in the Bond Principal and Interest Account shall be used only for the purpose of paying principal of, redemption premium, if any, and interest on Outstanding Senior Lien Bonds as the same become due.

(b) Bond Debt Service Reserve Account.

(i) At the time of the delivery of the 1998 Senior Lien Bonds, sufficient funds from the proceeds of sale of the 1998 Senior Lien Bonds shall be transferred to the Bond Debt Service Reserve Account, together with any Bond Debt

Service Reserve Account Credit Instrument purchased as provided in this ordinance, to establish a balance in that Account at least equal to the Bond Debt Service Reserve Requirement with respect to the 1998 Senior Lien Bonds. Amounts in the Bond Debt Service Reserve Account shall be deposited in a separate account with a Depository. Whenever the balance in the Bond Debt Service Reserve Account is less than the Bond Debt Service Reserve Requirement for the Senior Lien Bonds, except as permitted pursuant to Section 6.1(b) of this Part B, there shall be transferred to the Bond Debt Service Reserve Account within the next twelve (12) months sufficient funds to maintain balances in the Bond Debt Service Reserve Account at least equal to the Bond Debt Service Reserve Requirement for the Senior Lien Bonds.

Except as may be required to be credited to the Senior Lien Rebate Account and except for amounts in excess of the Bond Debt Service Reserve Requirement (which excess amounts may be transferred to any account of the Sewer Revenue Fund), funds in the Bond Debt Service Reserve Account and any Bond Debt Service Reserve Account Credit Instruments in that Account shall be used to pay principal of, redemption premium, if any, and interest on the Senior Lien Bonds as the same become due at any time when there are insufficient funds available for such purpose in the Bond Principal and Interest Account (after any available amounts in the Sewer Rate Stabilization Account have first been applied to that purpose).

(ii) All or any part of the Bond Debt Service Reserve Requirement may be met by deposit in the Bond Debt Service Reserve Account of one or more Bond Debt Service Reserve Account Credit Instruments. A Bond Debt Service Reserve Account Credit Instrument shall, for purposes of determining the value of the amounts on deposit in the Bond Debt Service Reserve Account, be valued at the Bond Debt Service Reserve Account Credit Instrument Coverage for the Bond Debt Service Reserve Account Credit Instrument except as provided in the next sentence. If a Bond Debt Service Reserve Account Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date on any Outstanding Senior Lien Bond, then the Bond Debt Service Reserve Account Credit Instrument Coverage of that Bond Debt Service Reserve Account Credit Instrument shall be reduced each year, beginning on the date that is four (4) years prior to the first (1st) date on which the Bond Debt Service Reserve Account Credit Instrument is to terminate (or is subject to termination), by twenty-five percent (25%) of the coverage in each of the years remaining prior to such date, provided that if by the terms of the Bond Debt Service Reserve Account Credit Instrument and the terms of the related ordinance, the City has the right and duty to draw upon the Bond Debt Service Reserve Account Credit Instrument prior to its termination for deposit in the Bond Debt Service Reserve Account (if and to the extent a substitute Bond Debt Service Reserve Account Credit Instrument is not deposited in the Bond Debt Service Reserve Account) all or part of its Bond Debt Service Reserve

Account Credit Instrument Coverage, then the reduction shall be in an amount equal to the difference between (A) the Bond Debt Service Reserve Requirement and (B) the sum of the amounts on deposit in the Bond Debt Service Reserve Account and the amount that the City may draw under the Bond Debt Service Reserve Account Credit Instrument prior to its termination for deposit in the Bond Debt Service Reserve Account. Any amounts in the Bond Debt Service Reserve Account that are not required to be transferred to the Bond Principal and Interest Account may, from time to time, be used to pay costs of acquiring a Bond Debt Service Reserve Account Credit Instrument or to make payments due under a Reimbursement Agreement, but only if after such payment, the value of the Bond Debt Service Reserve Account shall not be less than the Bond Debt Service Reserve Requirement. The City pledges and grants a lien on and security interest in the amounts on deposit in the Bond Debt Service Reserve Account to any Provider with respect to such Provider's Bond Debt Service Reserve Account Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the Registered Owners of the Outstanding Senior Lien Bonds.

After the deposit of a Bond Debt Service Reserve Account Credit Instrument into the Bond Debt Service Reserve Account and after the City has received notice of the value of the Bond Debt Service Reserve Account after such deposit, the Chief Financial Officer may then direct the transfer from the Bond Debt Service Reserve Account to any account of the Sewer Revenue Fund of any amounts in the Bond Debt Service Reserve Account in excess of the Bond Debt Service Reserve Requirement.

(c) Senior Lien Rebate Account. There shall be transferred from the Sewer Revenue Fund from Net Revenues Available for Bonds and deposited to the credit of the Senior Lien Rebate Accounts the amounts as shall be required to be held available for rebate to the United States of America with respect to each series of Senior Lien Bonds as required by Section 5.8 of this Part B. The Senior Lien Rebate Account with respect to the 1998 Senior Lien Bonds shall be held by a Depository. Any other such Senior Lien Rebate Account shall be deposited in a separate bank account in a bank or banks designated by the Chief Financial Officer pursuant to a depository agreement. The amount so to be held available shall be determined from time to time by the City pursuant to the ordinances authorizing the various series of Senior Lien Bonds.

Amounts in such Senior Lien Rebate Accounts shall be used at the direction of the Chief Financial Officer to make rebate payments to the United States of America.

(d) Second Lien Bonds Account. There is established in the Second Lien

Bonds Account with respect to the 1998 Second Lien Bonds a separate and segregated 1998 Second Lien Bonds Subaccount. There may be established by any ordinances authorizing the issuance of any series of Second Lien Parity Bonds one (1) or more other subaccounts in the Second Lien Bonds Account with respect to one (1) or more series of such Second Lien Parity Bonds. On the Business Day immediately preceding each January 1 and July 1, there shall be transferred to the Second Lien Bonds Account, the amount required by the 1998 Second Lien Bonds Indenture and any ordinance authorizing the issuance of Second Lien Parity Bonds to be deposited in the Second Lien Bonds Account on such date without priority, one over the other, to any subaccounts within the Second Lien Bonds Account, the amount to be so deposited specified in a certificate of the Chief Financial Officer. The monies in the various subaccounts of the Second Lien Bonds Account shall be transferred by the Chief Financial Officer on the date so deposited in such various subaccounts to the appropriate paying agents or trustees for the related series of Second Lien Bonds for the purpose of paying such amounts as may be required to be paid by the ordinances and related indentures authorizing such Second Lien Bonds.

(e) Sewer Rate Stabilization Account. In any year the City may withdraw any amounts from the Sewer Rate Stabilization Account and use those amounts for paying any expenses or obligations of the Sewer System, including, without limitation, any Operation and Maintenance Costs, deposits in the Bond Principal and Interest Account, deposits in the Bond Debt Service Reserve Account, deposits when due in the Second Lien Bonds Account (but only if and to the extent no amounts are required to be deposited in the Bond Principal and Interest Account and the Bond Debt Service Reserve Account) the costs related to any agreements or other arrangements entered into pursuant to Section 2.13 of this Part B, or any cost of repairs, replacements, renewals, improvements, equipment or extensions to the Sewer System. The Sewer Rate Stabilization Account shall be used to make all required deposits in the Bond Principal and Interest Account and the Bond Debt Service Reserve Account when no other funds are available for that purpose. Any Net Revenues remaining in any period and not required for transfer to the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, any Senior Lien Rebate Account for Senior Lien Bonds or the Second Lien Bonds Account may be transferred to the Sewer Rate Stabilization Account at any time upon the direction of the Chief Financial Officer.

SECTION 4.4 Deficiencies; Excess. In the event of a deficiency in any Fiscal Year in the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, any Senior Lien Rebate Account or the Second Lien Bonds Account, the amount of such deficiency shall be included in the amount to be transferred from the Sewer Revenue Fund Sewer Revenue Fund and deposited into such

account during the next twelve (12) month period or succeeding Fiscal Year, as required by this Part B.

Whenever the balance in the Bond Debt Service Reserve Account or any Senior Lien Rebate Account exceeds the amount required to be on deposit in that Account, such excess may be transferred to the Sewer Revenue Fund, provided that no such transfers shall be made when any debt service payments on outstanding obligations of the City that are payable by their terms from the revenues of the Sewer System are past due. Any funds that remain in the Sewer Revenue Fund at the end of any Fiscal Year shall be retained in the Sewer Revenue Fund and shall be available for appropriation for any proper purpose of the Sewer System.

SECTION 4.5 Investments. Funds in the Accounts established as provided in Section 4.3 of this Part B shall be invested in Permitted Investments. All amounts in the Bond Debt Service Reserve Account and each Senior Lien Rebate Account shall be invested in Permitted Investments that are held separate and distinct from those of any other Funds or Accounts. Investments shall be scheduled to mature before needed for the respective purposes of each of such accounts. All Investment Earnings on any such Accounts so invested as provided in this Section 4.5 shall be credited to the Sewer Revenue Fund and shall be considered Gross Revenues provided that earnings on the investment of amounts on deposit in the Senior Lien Rebate Accounts shall not be Investment Earnings, shall not be considered Gross Revenues, and shall be retained in the respective Senior Lien Rebate Accounts except to the extent no longer required for rebate purposes.

For purposes of determining whether sufficient cash and investments are on deposit in such Accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price, whichever is lower, on or about December 31 in each year.

Article V.

General Covenants.

The City covenants and agrees with the Registered Owners of the 1998 Senior Lien Bonds as follows:

SECTION 5.1 Maintenance And Continued Operation Of Sewer System. The City will maintain the Sewer System in good repair and working order, will

continuously operate it on a Fiscal Year basis, and will punctually perform all duties with respect to the Sewer System required by the Constitution and laws of the State of Illinois.

So long as the 1998 Senior Lien Bonds are Outstanding, the City will continue to operate the Sewer System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this ordinance.

SECTION 5.2 Sewer Rates. The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Sewer System sufficient at all times to (a) pay Operation and Maintenance Costs, (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and applicable redemption premium and interest on all Senior Lien Bonds then Outstanding from time to time and to establish and maintain the Bond Principal and Interest Account and the Bond Debt Service Reserve Account as may be covenanted in ordinances authorizing the issuance of Senior Lien Bonds, which Net Revenues Available for Bonds shall each Fiscal Year at least equal one hundred fifteen percent (115%) of the sum required to pay promptly when due the Bond Debt Service Requirement for the Fiscal Year on all Senior Lien Bonds then Outstanding and (c) produce Second Lien Bond Revenues sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and interest on all Second Lien Bonds Outstanding (as such term is defined in the 1998 Second Lien Bonds Indenture) from time to time and to establish and maintain the Second Lien Bonds Account as may be covenanted in the ordinances authorizing the issuance of Second Lien Bonds, which Net Revenues Available for Bonds shall each Fiscal Year at least equal one hundred percent (100%) (or such other amount as shall be set forth in the Determination Certificate) of the sum required to pay promptly when due the principal of and interest due on all Second Lien Bonds. The amount of Net Revenues Available for Bonds that exceeds one hundred percent (100%) of the sum required to pay promptly when due the Bond Debt Service Requirement for any Fiscal Year on all Senior Lien Bonds Outstanding may be included in determining compliance with the requirements of clause (c) of the preceding sentence for such Fiscal Year, including as such requirements may be modified in the Determination Certificate. These fees, charges and rates shall not be reduced while any Senior Lien Bonds are Outstanding below the level necessary to ensure compliance with the covenants of this Section 5.2.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall prepare or cause to be prepared a rate study for the Sewer System identifying the rate changes necessary to comply with the rate covenant and the Office of the

Budget and Management of the City and the Chief Financial Officer shall recommend appropriate action to the City Council to comply with this rate covenant.

SECTION 5.3 Repairs; Replacements; Additions; Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Sewer System so that the Sewer System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Sewer System shall be at all times fully maintained.

SECTION 5.4 Control And Operation Of Sewer System. The City will establish such rules and regulations for the control and operation of the Sewer System as are necessary for the safe, lawful, efficient and economical operation of the Sewer System.

SECTION 5.5 Books And Records. The City will make and keep proper books, records and accounts (separate and apart from all other books, records and accounts of the City) in which correct and complete entries shall be made of all transactions relating to the Sewer System. Within one hundred eighty (180) days following the close of each Fiscal Year, the City will cause the financial statements of the Sewer System to be audited by independent certified public accountants. Such audited financial statements shall be available for inspection by the Registered Owners. The financial statements shall, without limiting the generality of the foregoing, include the following:

(a) A statement of revenue and expenses of the Sewer System for each Fiscal Year.

(b) A balance sheet as of the end of such Fiscal Year, including the amounts in each of the accounts of the Sewer Revenue Fund.

(c) A statement of cash flows of the Sewer System for such Fiscal Year.

(d) The amounts, maturities, interest rates and redemption provisions of all Outstanding Senior Lien Bonds.

All expenses of the audit required by this provision shall be regarded and paid as an Operation and Maintenance Cost.

The accountants who audit such financial statements shall also prepare a separate compliance letter regarding the manner in which the City has complied with the financial covenants of this ordinance, which compliance letter may be

prepared on a different basis than that of the financial statements. A copy of the financial statements shall be provided to any Registered Owner upon request.

SECTION 5.6 Sewer System Dispositions Or Encumbrances. Except as provided in this Section 5.6 the City will not sell, lease, loan or mortgage or in any manner dispose of or encumber the Sewer System (subject to the right of the City to issue Senior Lien Parity Bonds as provided in this Ordinance, to issue bonds payable from the Net Revenues Available for Bonds of the Sewer System on a basis subordinate to the Senior Lien Bonds, and to dispose of real or personal property that is no longer useful or necessary to the operation of the Sewer System). At such time as the Series 1993 Bonds, the Series 1994 Bonds and the Series 1995 Bonds are no longer Outstanding, the City may sell, lease, loan or mortgage or dispose of or encumber the Sewer System, provided that the then existing rating on the 1998 Senior Lien Bonds and any Senior Lien Parity Bonds shall not be reduced as a result of such sale, lease, loan, mortgage, disposition or encumbrance.

SECTION 5.7 No Arbitrage. The City will not direct or permit any action that (or fail to take any action the failure of which) would cause any 1998 Senior Lien Bond to be an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations under that Code as promulgated and as amended from time to time and as applicable to the 1998 Senior Lien Bonds.

SECTION 5.8 Special Tax Covenant. The covenants and agreements of the City set forth in this Section 5.8 shall apply as long as any of the 1998 Senior Lien Bonds continue to bear interest (whether or not they are Outstanding within the meaning of this Ordinance) and shall also apply after the 1998 Senior Lien Bonds cease to bear interest but within such subsequent period as shall be required for the City to comply with the covenants of this Section 5.8. At the discretion of the Chief Financial Officer, the Chief Financial Officer may execute an agreement or certificate in the name of and on behalf of the City to ensure compliance with the requirements of this Section 5.8.

(a) The City (i) will take all actions that are necessary to be taken (and avoid taking any action that it is necessary to avoid being taken) so that interest on the 1998 Senior Lien Bonds will not be or become subject to federal income taxation under the present law, and (ii) will take all actions reasonably within its power to take that are necessary to be taken (and avoid taking any actions that are reasonably within its power to avoid taking and that it is necessary to avoid) so that interest on the 1998 Senior Lien Bonds will not be or become includible in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(b) The City will, without limitation, (i) to the extent required by the Internal Revenue Code of 1986, as amended, restrict the yield on investments of amounts received upon the sale of the 1998 Senior Lien Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts that may be received as interest or other investment earnings on Accounts of the Sewer Revenue Fund, all as shall be necessary to comply with this section. The City shall also make or cause to be made identifiable investments of amounts allocable to the 1998 Senior Lien Bonds as shall be necessary or appropriate to be able to ascertain the amounts that may be required so to be rebated to the United States of America. The City shall from time to time determine the amounts in Accounts of the Sewer Revenue Fund that shall be subject so to be rebated and those amounts from time to time shall be held by the City in the Rebate Account for the 1998 Senior Lien Bonds and shall be rebated to the United States of America in the amounts and at the times required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Sewer Revenue Fund and its Accounts and accounts established by this Ordinance may be applied, and, for purposes of computing the balance in the Sewer Revenue Fund and such various Accounts shall be disregarded. At the time of delivery of the 1998 Senior Lien Bonds, and from time to time after their delivery, the City shall provide instructions to appropriate officials as to the restrictions to be made on the yield and segregation of investments and as to the calculations and rebate of amounts to the United States of America, as are required for the City to comply with this Section 5.8.

(c) The City will not take any of the following actions without in each such event obtaining the opinion of nationally recognized bond counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Ordinance and will not make compliance with those covenants impossible: (i) defease or refund any Senior Lien Bonds; (ii) sell, lease or otherwise dispose of any material portion of the Sewer System; (iii) enter into or amend any short-term or long-term contract for sewer service by the City other than pursuant to general rates charged to the general public; or (iv) enter into or amend any contract or arrangement for persons other than its employees to manage the Sewer System.

(d) The provisions of this Section 5.8 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any 1998 Senior Lien Bonds, other than with proceeds or other amounts available under this Ordinance.

Article VI.

Issuance Of Additional Senior Lien Bonds.

SECTION 6.1 Senior Lien Parity Bonds. As long as there are any Outstanding 1998 Senior Lien Bonds, no bonds, notes or other obligations of any kind that are payable from Net Revenues or any Accounts of the Sewer Revenue Fund with a claim senior to that of the Senior Lien Bonds shall be issued. As long as there are any Outstanding 1998 Senior Lien Bonds, the City may issue Senior Lien Parity Bonds for any lawful purpose of the Sewer System, including to refund Outstanding Senior Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Senior Lien Bonds, upon compliance with the following conditions:

(a) the funds required to be transferred to the Bond Principal and Interest Account, the Bond Debt Service Reserve Account and the various subaccounts of the Second Lien Bonds Account shall have been transferred in full up to the date of delivery of such Senior Lien Parity Bonds;

(b) the ordinance authorizing the issuance of Senior Lien Parity Bonds shall require either (i) the transfer at the time of the delivery of such Senior Lien Parity Bonds of sufficient proceeds of such Senior Lien Parity Bonds or Net Revenues Available for Bonds, or the deposit of a Bond Debt Service Reserve Account Credit Instrument, or any combination of bond proceeds, Net Revenues Available for Bonds and Bond Debt Service Reserve Account Credit Instruments, to the Bond Debt Service Reserve Account so that the balance in the Bond Debt Service Reserve Account is at least equal to the Bond Debt Service Reserve Requirement, or (ii) equal monthly transfers to the Bond Debt Service Reserve Account during a period not exceeding sixty (60) months following the delivery of such Senior Lien Parity Bonds sufficient to cause the balance in the Bond Debt Service Reserve Account to be an amount at least equal to the Bond Debt Service Reserve Requirement; and

(c) Net Revenues Available for Bonds for the last completed Fiscal Year prior to the issuance of the Senior Lien Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues Available for Bonds for such last completed Fiscal Year, adjusted as described below, shall equal at least one hundred fifteen percent (115%) of the maximum annual Bond Debt Service Requirement for Senior Lien Bonds that will be Outstanding Bonds following the issuance of the proposed Senior Lien Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Senior Lien Parity Bonds and the application of the proceeds of any Senior Lien Bonds as provided in the ordinance authorizing their issuance, sale and delivery. Net

Revenues Available for Bonds may be adjusted as follows for purposes of this paragraph (c):

(i) if prior to the issuance of such Senior Lien Parity Bonds, the City shall ave enacted an increase in the rates of the Sewer System from the rates in effect for such last completed Fiscal Year, Net Revenues Available for Bonds may be adjusted to reflect the Net Revenues Available for Bonds for such last completed Fiscal Year as they would have been had the increased rates been in effect during all of that last completed Fiscal Year; and

(ii) any such adjustment shall be evidenced by a certificate of the Chief Financial Officer.

For purposes of calculating the adjustment described in this paragraph (c), any rate increase enacted by the City and scheduled to take effect in a future Fiscal Year may be reflected in Net Revenues Available for Bonds for purposes of calculating debt service coverage for that and each succeeding Fiscal Year.

If during the first six (6) months of a Fiscal Year, an audit of the Sewer System for the preceding Fiscal Year by an independent certified public accountant is not available, the conditions of this paragraph (c) shall be deemed to have been satisfied if both (1) Net Revenues Available for Bonds for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in this paragraph (c), and (2) Net Revenues Available for Bonds for the preceding Fiscal Year (as estimated by the Chief Financial Officer) adjusted as described in this paragraph (c), shall equal at least one hundred fifteen percent (115%) of the maximum Bond Debt Service Requirement for any Fiscal Year for Bonds that will be Outstanding following the issuance of the proposed Senior Lien Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Senior Lien Parity Bonds and the application of the proceeds of any Senior Lien Bonds as provided in the ordinance authorizing their issuance, sale and delivery.

(d) The City may issue Senior Lien Parity Bonds without complying with either of the tests in paragraph (c) of this Section 6.1:

(i) to pay, redeem or refund Senior Lien Bonds if in the judgment of the City there will be no money available to make payments of interest on or principal of those Senior Lien Bonds (at maturity or on sinking fund installment dates) as such amounts become due; and

(ii) to pay, redeem or refund any Senior Lien Bonds if the total Bond Debt Service Requirement on all Senior Bonds Outstanding after the issuance of the Senior Lien Parity Bonds and the payment, redemption or refunding of

such Senior Lien Bonds will not be in excess of the total Bond Debt Service Requirement on all Bonds Outstanding prior to the issuance of the Senior Lien Parity Bonds in each Fiscal Year in which there was to be any Bond Debt Service Requirement on those prior Outstanding Senior Lien Bonds.

SECTION 6.2 Subordinate Obligations. Other obligations, including bonds, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Outstanding Senior Lien Bonds on a parity with or subordinate to any 1998 Second Lien Bonds.

Article VII.

Defeasance.

SECTION 7.1 Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of the 1998 Senior Lien Bonds then Outstanding, the principal, redemption premium, if any, and interest to become due on the 1998 Senior Lien Bonds, at the times and in the manner stipulated in this ordinance and in the 1998 Senior Lien Bonds, then the covenants, agreements and other obligations of the City to the Registered Owners of the 1998 Senior Lien Bonds shall be discharged and satisfied. In such event, the Bond Registrar shall pay over or deliver to the City all monies or securities held by it pursuant to this ordinance that are no longer required for the payment or redemption of 1998 Senior Lien Bonds not already then surrendered for such payment or redemption.

(b) 1998 Senior Lien Bonds for the payment or redemption of which money shall have been set aside and shall be held in trust by the Bond Registrar (through deposit by the City of funds for such payment or redemption or otherwise), whether at or prior to maturity or the redemption date of such 1998 Senior Lien Bonds, shall be deemed to have been paid within the meaning of and with the effect expressed in paragraph (a) of this Section 7.1. All 1998 Senior Lien Bonds shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning of and with the effect expressed in paragraph (a) of this Section 7.1, if:

(i) there shall have been deposited with the Bond Registrar or a refunding escrow agent selected by the Chief Financial Officer either money in an amount that shall be sufficient, or Government Obligations the principal of

and interest on which when due will provide money that, without reinvestment, when added to the money, if any, deposited with the Bond Registrar or such escrow agent at the same time, shall be sufficient to pay the principal of those 1998 Senior Lien Bonds at maturity, or on sinking fund installment dates for term 1998 Senior Lien Bonds, or the principal, redemption premium, if any, and interest due and to become due on those 1998 Senior Lien Bonds on and prior to the redemption date or maturity date (or sinking fund installment dates for term 1998 Senior Lien Bonds) of the 1998 Senior Lien Bonds, as the case may be;

(ii) in case any of the 1998 Senior Lien Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Bond Registrar irrevocable instructions to give any required notice of redemption as provided in Article II of this Part B which instructions the Bond Registrar has accepted in writing; and

(iii) the City shall receive an opinion of nationally recognized bond council to the effect that the defeasance of the 1998 Senior Lien Bonds shall not cause interest on the 1998 Senior Lien Bonds to be included in "gross income" of the owners thereof for federal income tax purposes.

(c) Neither Government Obligations nor monies deposited with the Bond Registrar or a refunding escrow agent selected by the Chief Financial Officer pursuant to this section nor principal or interest payments of any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal (at maturity or pursuant to mandatory sinking fund redemption), redemption premium, if any, and interest on those 1998 Senior Lien Bonds, provided that any cash received from such principal or interest payments on such Government Obligations, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in principal amounts sufficient to pay when due the principal, redemption premium, if any, and interest to become due on those 1998 Senior Lien Bonds on or prior to such redemption date or maturity date of the 1998 Senior Lien Bonds, as the case may be. Nothing in this Ordinance shall prohibit any defeasance deposit of Government Obligations, as provided in this Ordinance, from being subject to a subsequent sale of such Government Obligations and reinvestment of all or a portion of the proceeds of that sale in Government Obligations which, together with money to remain so held in trust with the Bond Registrar or any such escrow agent selected by the Chief Financial Officer, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any defeased 1998 Senior Lien Bonds as provided in and subject to the conditions set forth in this Part B. Amounts held by the Bond Registrar or any such escrow agent in excess of the amounts

needed so to provide for payment of the defeased 1998 Senior Lien Bonds may be subject to withdrawal by the City for deposit in the Sewer Revenue Fund. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one (1) or more agreements with counterparts selected by the Chief Financial Officer, with respect to the investment and use of such excess amounts held by the Bond Registrar or any such escrow agent.

SECTION 7.2 Unclaimed Monies. Anything in this Ordinance to the contrary notwithstanding, any monies held by the Bond Registrar in trust for the payment and discharge of any of the 1998 Senior Lien Bonds that remain unclaimed for two (2) years after the date of deposit of such monies if deposited with the Bond Registrar after the date when the 1998 Senior Lien Bonds became due and payable shall, at the written request of the City, be repaid by the Bond Registrar to the City, as its absolute property and free from trust, and the Bond Registrar shall then be released and discharged with respect to such amounts and the Registered Owners of the 1998 Senior Lien Bonds shall look only to the City for the payment of such 1998 Senior Lien Bonds.

Article VIII.

Amendment Of Part B Of This Ordinance.

SECTION 8.1 Amendment Of Part B Of This Ordinance. Subject to Sections 8.2 and 8.3 of Part B of this Ordinance, the City may amend or modify this Part B from time to time and may modify the rights and obligations of the City and of the Registered Owners of the 1998 Senior Lien Bonds by adopting a supplemental ordinance to this Ordinance. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal of, redemption premium, if any, or interest on any 1998 Senior Lien Bond without the express consent of the Registered Owner of such 1998 Senior Lien Bond, nor permit the creation by the City of any mortgage, pledge, lien or security interest on the Sewer System, or upon the Net Revenues Available for Bonds or other monies pledged or held pursuant to this ordinance, other than those contemplated by this Ordinance, including Section 8.2 of this Part B, nor permit the preference or priority of any Senior Lien Bond over any other Senior Lien Bonds, nor reduce the percentages of 1998 Senior Lien Bonds required for the written consent to an amendment or modification of Part B of this ordinance, nor modify any of the rights or obligations of the Bond Registrar without the written consent of the Bond Registrar.

SECTION 8.2 Amendments Without Written Consent. The City may amend or modify Part B of this Ordinance from time to time for any one (1) or more of the following purposes without obtaining the prior written consent of any of the Registered Owners of the 1998 Senior Lien Bonds:

(a) to add additional covenants and agreements of the City for the purpose of further securing the payment of the 1998 Senior Lien Bonds, provided that such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the City contained in this ordinance;

(b) to prescribe further limitations and restrictions upon the issuance of Senior Lien Parity Bonds and the incurring of obligations by the City that are not contrary to or inconsistent with the limitations and restrictions on such issuance or incurring of obligations in effect prior to the adoption of such supplemental ordinance;

(c) to surrender any right, power or privilege reserved to or conferred upon the City by the terms of this ordinance;

(d) to confirm as further assurance any covenant, lien, pledge or security interest created or recognized by the provisions of this ordinance;

(e) to take any further action necessary or desirable for the collection and application of Net Revenues Available for Bonds sufficient to pay the 1998 Senior Lien Bonds as to principal at maturity or on mandatory sinking fund installment dates and to pay interest on the 1998 Senior Lien Bonds as its falls due; or

(f) to correct any ambiguity or defect or inconsistent provisions in Part B of this ordinance or to insert provisions clarifying matters or questions arising under Part B of this ordinance as are necessary or desirable, provided that any such amendments or modifications are not contrary to or inconsistent with this ordinance as in effect prior to the adoption of any such supplemental ordinance, and provided further that any such amendments or modifications are not adverse to the interests of the Registered Owners of the 1998 Senior Lien Bonds.

SECTION 8.3 Amendments By Two-Thirds Consent Of Registered Owners. The City may amend or modify this Part B from time to time for any purpose other than one (1) or more of the purposes not prohibited in Section 8.1 of this Part B and not authorized by Section 8.2 of this Part B only pursuant to the consent of Registered Owners of sixty-six and two-thirds percent (66⅔%) in principal amount of all Outstanding 1998 Senior Lien Bonds by written

instrument.

SECTION 8.4 Method Of Obtaining Written Consent Of Registered Owners. The City may at any time adopt a supplemental ordinance amending the provisions of the 1998 Senior Lien Bonds or of this Part B, to the extent that such an amendment is permitted by the provisions of Section 8.3 of this Part B, to take effect when and as provided in this section. A copy of such supplemental ordinance, together with a written consent form, shall be mailed by the City to Registered Owners of the 1998 Senior Lien Bonds, first class mail, postage prepaid, at the address appearing for such Registered Owner upon the registration books maintained by the Bond Registrar. Failure to mail to copies of such supplemental ordinance and written consent form as to any Registered Owner shall not affect the validity of the supplemental ordinance when assented to as provided in this Article VIII of this Part B.

A supplemental ordinance adopted in accordance with this section shall not be effective unless and until there shall have been filed with the City the written consents of the Registered Owners of percentages in principal amount of Outstanding 1998 Senior Lien Bonds specified in Section 8.3 of this Part B as provided in this paragraph. Each such consent shall be effective only if accompanied by proof of ownership of the 1998 Senior Lien Bonds for which such consent is given, which proof shall be such as the City may prescribe from time to time. Any such consent shall be binding upon the Registered Owner of the 1998 Senior Lien Bonds giving such consent and on any subsequent Registered Owner (whether or not such subsequent Registered Owner has notice of the consent) unless such consent is revoked in writing by the Registered Owner giving such consent or a subsequent Registered Owner by filing a notice of revocation with the City prior to the first date when the notice provided for in the next sentence of this paragraph has been given. After the Registered Owners of the required percentages of 1998 Senior Lien Bonds shall have filed their consents to the supplemental ordinance, the City shall mail a notice to the Registered Owners of the 1998 Senior Lien Bonds, in the manner provided in the first paragraph of this section for the mailing of the supplemental ordinance and request for consent, stating in substance that the supplemental ordinance has been consented to by the Registered Owners of the required percentages of 1998 Senior Lien Bonds and will be effective as provided in this section. A certificate of the City reciting compliance with the provisions of this section shall be filed with the Bond Registrar and shall be proof of the matters stated until the contrary is proved, and the supplemental ordinance shall be deemed conclusively binding upon the City and the Registered Owners of all 1998 Senior Lien Bonds at expiration of sixty (60) days after the filing with the City of the certificate, except if a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding commenced within such sixty (60) day period.

SECTION 8.5 Endorsement Of 1998 Senior Lien Bonds. 1998 Senior Lien Bonds authenticated and delivered after the effective date of any action taken by the Registered Owners of 1998 Senior Lien Bonds as provided in this article may bear a notation by endorsement or otherwise in form approved by the City as to such action, and in that case upon demand of the Registered Owner of any 1998 Senior Lien Bond Outstanding at such effective date and presentation of his or her 1998 Senior Lien Bond for that purpose at the office of the City or at such additional offices as the City may select and designate for that purpose, a suitable notation shall be made on such 1998 Senior Lien Bond. If the City shall so determine, new 1998 Senior Lien Bonds so modified as to conform to such Registered Owners action shall be prepared, authenticated and delivered, and upon demand of the Registered Owner of any 1998 Senior Lien Bond then outstanding shall be exchanged in the City of Chicago, without cost to any Registered Owner, for any Outstanding 1998 Senior Lien Bonds upon surrender of such 1998 Senior Lien Bond.

Part C.

Article I.

Definitions.

SECTION 1.1 Definitions.

(a) Except as provided in this Article I, all capitalized terms used and not otherwise defined in this Part C shall have the meanings ascribed to them in the 1998 Second Lien Bonds Indenture described below.

(b) As used in this Part C, the following terms shall have the following meanings, unless the context clearly indicates a different meaning:

"Bond Purchase Agreement" means each bond purchase agreement between the initial purchasers of the 1998 second lien bonds of a series authorized by Section 2.5(a) of this Part C.

"Credit Facility" means a letter of credit, line of credit or similar credit facility securing the payment of the principal of or purchase price of and interest on the 1998 second lien bonds.

"Determination Certificate" means the certificate of the Chief Financial

Officer with respect to the 1998 second lien bonds of a series filed with the Office of the City Clerk, addressed to the City Council as provided in Section 2.5(g) of this Part C.

"Initial Purchasers" means the underwriters or group of underwriters to whom the City will sell the 1998 second lien bonds of a series and with whom the City will enter into a Bond Purchase Agreement, as the Chief Financial Officer shall designate in the related Determination Certificate.

"1998 Second Lien Bonds" means the second lien wastewater transmission revenue bonds, refunding series 1998 authorized by Section 2.1 of this Part C.

"1998 Second Lien Bonds Indenture" means the 1998 Second Lien Bonds Indenture from the City to the 1998 Second Lien Bonds Trustee authorized by Section 2.3 of this Part C, as the same may from time to time be amended or supplemented in accordance with its provisions.

"1998 Second Lien Bonds Trustee" means such banking institution as may be appointed by the Chief Financial Officer as trustee for the 1998 Second Lien Bonds under the 1998 Second Lien Bonds Indenture, or any successor to it in that capacity appointed by the Chief Financial Officer and any co-trustee separately appointed by the Chief Financial Officer.

"Provider" means a company, banking institution or other financial institution which is the issuer of a Debt Service Reserve Account Credit Instrument.

"Reimbursement Agreement" means an agreement between the City and a Provider entered into with respect to a Debt Service Reserve Account Credit Instrument and which pertains to the repayment of the Provider, with interest, if any, of amounts advanced pursuant to that Debt Service Reserve Account Credit Instrument.

Article II.

Details Of The 1998 Second Lien Bonds.

SECTION 2.1 Principal Amount, Designation, Sources Of Payment.

The City is authorized to borrow money for the purposes specified in Section 2.2 of this Part C and in evidence of its obligation to repay the borrowing is

authorized to issue the 1998 Second Lien Bonds in one or more separate series in an aggregate principal amount of up to Seventy-five Million Dollars ($75,000,000), plus an additional amount equal to the amount of original issue discount used in the marketing of the 1998 Second Lien Bonds of a series, provided that the maximum aggregate principal amount of 1998 Second Lien Bonds and 1998 Senior Lien Bonds that may be issued under this Ordinance is limited to Seventy-five Million Dollars ($75,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the Series 1998 Second Lien Bonds Indentures. The 1998 Second Lien Bonds shall be designated "Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998" or such other designation as shall be set forth in the Determination Certificate. If the 1998 Second Lien Bonds are issued in more than one series, each series shall be appropriately designated to indicate the order of its issuance. The 1998 Second Lien Bonds shall be limited obligations of the City having a claim for payment of Principal, redemption premium and interest solely from amounts in the 1998 Second Lien Bonds Indenture, and, together with the Series 1997 Bonds and any Second Lien Parity Bonds, from Second Lien Bond Revenues and from amounts on deposit in the Second Lien Construction Account. The 1998 Second Lien Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. Each 1998 Second Lien Bond shall contain a statement to that effect. A lien on and security interest in Second Lien Bond Revenues and amounts in the Second Lien Bonds Account and the Second Lien Construction Accounts is granted to the Owners of the Second Lien Bonds Outstanding from time to time, subject to amounts in those Accounts being deposited, credited and expended as provided in this Ordinance.

SECTION 2.2 Purposes.

The borrowing and issuance of the 1998 Second Lien Bonds authorized in Section 2.1 of this Part C shall be for the purposes of (a) providing funds to refund all or a portion of the Series 1994 Bonds, (b) paying Costs of Issuance and costs of acquiring a Debt Service Reserve Account Credit Instrument for the 1998 Second Lien Bonds, (c) making a deposit in the Debt Service Reserve Account established under the 1998 Second Lien Bonds Indenture and (d) providing for any discount on the 1998 Second Lien Bonds.

SECTION 2.3 Approval Of 1998 Second Lien Bonds Indenture, Bond Provisions.

(a) The forms of 1998 Second Lien Bonds Indenture attached to this ordinance as Exhibits B and C are approved in all respects. The form of 1998 Second Lien

Bonds Indenture attached to this ordinance as Exhibit B shall be used for 1998 Second Lien Bonds initially issued bearing interest at a fixed rate to maturity and the form of 1998 Second Lien Bonds Indenture attached to this ordinance as Exhibit C shall be used for 1998 Second Lien Bonds initially issued bearing interest at a variable interest rate or rates. The Chief Financial Officer is authorized, with respect to the initial series of 1998 Second Lien Bonds, to execute and deliver the 1998 Second Lien Bonds Indenture in substantially the form attached to this ordinance as Exhibit B or C, for and on behalf of the City, and the City Clerk is authorized to attest the same and to affix to the same the corporate seal of the City or a facsimile of such corporate seal. The Chief Financial Officer is further authorized with respect to any series of 1998 Second Lien Bonds issued subsequent to the initial series of 1998 Second Lien Bonds, to execute and deliver a 1998 Second Lien Bonds Indenture in substantially the form attached to this ordinance as Exhibit B or C. The 1998 Second Lien Bonds Indenture may contain such changes and revisions consistent with the purposes and intent of this Part C as shall be approved by the Chief Financial Officer, the execution and delivery of such 1998 Second Lien Bonds Indenture to constitute conclusive evidence of the City Council's approval of any and all changes or revisions in such instruments. The 1998 Senior Lien Bonds Indenture shall set forth such covenants with respect to the imposition of Sewer System rates, the issuance of Second Lien Parity Bonds, the application of funds in the Sewer Revenue Fund and the Second Lien Bonds Account and other matters relating to the 1998 Second Lien Bonds and the security therefor as shall be deemed necessary by the Chief Financial Officer in connection with the sale of any series of 1998 Second Lien Bonds, provided that such covenants are not inconsistent with the terms of this ordinance.

(b) The 1998 Second Lien Bonds may be issued bearing interest at (i) a fixed interest rate or rates, including as Capital Appreciation 1998 Second Lien Bonds, as more fully set forth in the form of 1998 Second Lien Bonds Indenture attached to this ordinance as Exhibit B or (ii) at a variable interest rate or rates as more fully set forth in the form of 1998 Second Lien Bond Indenture attached to this ordinance as Exhibit C, including but not limited to variable interest rates that are reset weekly by the Remarketing Agent and variable interest rates commonly referred to as "flexible" or "commercial paper" rates, in which specified bonds bear interest at rates that differ from the rates borne by other bonds and have different accrual and mandatory tender and purchase provisions, and may be secured as to principal, purchase price and interest by one or more Credit Facilities. Any 1998 Second Lien Bonds that initially bear interest at a variable rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the applicable 1998 Second Lien Bonds Indenture.

(c) The 1998 Second Lien Bonds shall mature not later than January 1, 2030, and shall bear interest until the City's obligation with respect to the

payment of the principal amount thereof shall be discharged, payable as provided in the 1998 Second Lien Bonds Indenture at a rate or rates not in excess of the lesser of ten percent (10%) per annum or, so long as such 1998 Second Lien Bonds are secured by a Credit Facility, the maximum interest rate with respect to such 1998 Second Lien Bonds used for purposes of calculating the stated amount of such Credit Facility. Each series of 1998 Second Lien Bonds may be subject to mandatory and optional redemption and demand purchase or mandatory purchase provisions prior to maturity, upon the terms and conditions set forth in the 1998 Second Lien Bonds Indenture.

(d) Each 1998 Second Lien Bond shall be issued in fully registered form and in the denominations set forth in the 1998 Second Lien Bonds Indenture; and shall be dated and numbered and further designated and identified as provided in the 1998 Second Lien Bonds Indenture.

(e) Principal of, redemption premium, if any, and interest on the 1998 Second Lien Bonds shall be payable as provided in the 1998 Second Lien Bonds Indenture.

(f) Subject to the limitations set forth in this section, authority is hereby delegated to the Chief Financial Officer to determine the aggregate principal amount of 1998 Second Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at redemption prices not exceeding one hundred three percent (103%) of the principal amount of the 1998 Second Lien Bonds to be so redeemed), the schedule of sinking fund payments to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a redemption price equal to the principal amount of each 1998 Second Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method or methods for determining such rate or rates (including Capital Appreciation 1998 Second Lien Bonds) and the first interest payment date thereof.

SECTION 2.4 Determination By Chief Financial Officer As To The Refunding Of The Series 1994 Bonds. Upon the sale of the 1998 Second Lien Bonds, the Chief Financial Officer shall determine the amount of the Outstanding Series 1994 Bonds to be refunded, and such determination shall be set forth in the Determination Certificate.

SECTION 2.5 Sale Of 1998 Second Lien Bonds.

(a) The Chief Financial Officer is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City

Council, Bond Purchase Agreement for the sale by the City of the 1998 Second Lien Bonds of a series to the Initial Purchasers selected by the Chief Financial Officer pursuant to a negotiated sale on such terms as the Chief Financial Officer may deem to be in the best interests of the City as provided in this ordinance. Such terms include, without limitation, the aggregate principal amount of the 1998 Second Lien Bonds of such series, the amount of any original issue discount, the maturities of the 1998 Second Lien Bonds of such series, the issuance of such 1998 Second Lien Bonds as serial bonds, as term bonds subject to mandatory sinking fund redemption, as Capital Appreciation 1998 Second Lien Bonds or in any combination of serial bonds, term bonds or Capital Appreciation 1998 Second Lien Bonds, the numbering of 1998 Second Lien Bonds, the interest rate or rates or interest rate determination method or methods (including the method by which and rate at which the Compound Accreted Value of Capital Appreciation 1998 Second Lien Bonds shall be established) for such 1998 Second Lien Bonds, the redemption terms applicable to such 1998 Second Lien Bonds, all as provided in and subject to the limitations expressed in this Article II. The purchase price of the 1998 Second Lien Bonds of a series shall not be less than ninety-eight percent (98%) of the original principal amount of such 1998 Second Lien Bonds plus any accrued interest on such 1998 Second Lien Bonds (other than Capital Appreciation 1998 Second Lien Bonds) from their date to the date of their delivery and less any original issue discount on the 1998 Second Lien Bonds. The Bond Purchase Agreement shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the 1998 Second Lien Bonds of each series and such other revisions in text as the Chief Financial Officer shall determine are desirable or necessary in connection with the sale of the 1998 Second Lien Bonds of such series. The Chief Financial Officer may in the Determination Certificate make such changes to the terms of the 1998 Second Lien Bonds of each series from those provided in this Part C as he or she shall determine but that shall result in the 1998 Senior Lien Bonds having substantially the terms and being in substantially the form provided by this Part C.

(b) The Chief Financial Officer also is authorized to select the 1998 Second Lien Bonds Trustee. The Chief Financial Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this ordinance. The 1998 Second Lien Bonds shall be then duly prepared and executed in the form and manner provided in this Part C and delivered to the Initial Purchasers in accordance with the terms of sale.

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the 1998 Second Lien Bonds of a series a Preliminary Official Statement, as shall be approved by the Chief Financial Officer, that shall be in substantially the forms previously used for similar financings of the City with

appropriate revisions to reflect the terms and provisions of the 1998 Second Lien Bonds of such series and to describe accurately the current condition of the Sewer System and the parties to the financing. Upon sale of the 1998 Second Lien Bonds, the Chief Financial Officer is authorized to cause a final Official Statement to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the Clerk directed to the City Council.

(d) The Chief Financial Officer is hereby authorized to enter into a remarketing agreement pertaining to the remarketing of the 1998 Second Lien Bonds with a remarketing agent to be designated therein. Any remarketing agreement shall be in substantially the form of the remarketing agreements previously entered into by the City in connection with the sale of variable rate bonds or notes, but with such revisions in text as the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the Chief Financial Officer to evidence this City Council's approval of all such revisions. The annual fee paid to any remarketing agent shall not exceed one-quarter of one percent (.25%) of the average principal amount of the 1998 Second Lien Bonds outstanding during such annual period. Upon the conversion of any 1998 Second Lien Bonds to bear interest at a fixed rate, the remarketing agent's fee shall not exceed one percent (1%) of the principal amount of the 1998 Second Lien Bonds being remarketed as fixed rate 1998 Second Lien Bonds. The final form of remarketing agreement entered into by the City with respect to the 1998 Second Lien Bonds shall be attached to the Determination Certificate.

(e) The Chief Financial Officer is hereby also authorized to obtain a Credit Facility with one (1) or more financial institutions with respect to the 1998 Second Lien Bonds. The Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provision of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the City in connection with the sale of variable rate bonds or notes, but with such revisions in text as the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the Chief Financial Officer to evidence this City Council's approval of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed three-quarters of one percent (.75%) of the average principal amount of such 1998 Second Lien Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the City with respect to the 1998 Second Lien Bonds shall be attached to the Determination Certificate. The interest rate payable on any promissory note shall not exceed twelve percent

(12%) per annum and the maturity thereof shall not be greater than the longest maturity of the related series of 1998 Second Lien Bonds. The obligations of the City under each reimbursement agreement and under each promissory note do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the making of any constitutional or statutory limitation of the State of Illinois. Such obligations shall be limited obligations of the City payable only from Second Lien Bond Revenues. The Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement, under the seal of the City affixed and attached by the City Clerk.

(f) Upon a finding by the Chief Financial Officer that the purchase of municipal bond insurance for the 1998 Second Lien Bonds of a series is likely to facilitate the marketing and sale of such 1998 Second Lien Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, the Chief Financial Officer is authorized to cause the City to purchase a policy of municipal bond insurance for such 1998 Second Lien Bonds, payable from amounts received upon the sale of the 1998 Second Lien Bonds or from available funds in the Sewer Revenue Fund, and to execute any related agreements with the provider of such municipal bond insurance. Such policy shall be provided by a bond insurance company or association approved by the Chief Financial Officer. In addition, upon a finding by the Chief Financial Officer that the purchase of a Debt Service Reserve Account Credit Instrument is appropriate, and that such Debt Service Reserve Account Credit Instrument is available at an acceptable cost, the Chief Financial Officer is authorized to cause the City to obtain a Debt Service Reserve Account Credit Instrument to satisfy the Debt Service Reserve Requirement for the 1998 Second Lien Bonds of a series, the cost of which shall be payable from amounts received upon the sale of such 1998 Second Lien Bonds or from available funds in the Sewer Revenue Fund, and to execute a Reimbursement Agreement and any related agreements with the Provider of such Debt Service Reserve Account Credit Instrument. The Chief Financial Officer may on behalf of the City make necessary covenants with respect to any municipal bond insurance or Debt Service Reserve Account Credit Instrument consistent with this ordinance.

(g) Subsequent to each such sale, the Chief Financial Officer shall file in the Office of the Clerk directed to the City Council (i) a Determination Certificate setting forth the terms of sale of the 1998 Second Lien Bonds of a series, the interest rate or rates or interest rate determination method or methods for such 1998 Second Lien Bonds, the indemtities of the 1998 Second Lien Bond Trustee, the Initial Purchasers, and any remarketing agent, designating any Capital Appreciation 1998 Second Lien Bonds, setting forth the method by

which and rate at which the Compound Accreted Value of Capital Appreciation 1998 Second Lien Bonds shall be established and setting forth the amount of any original issue discount, any arrangements made for a Credit Facility, municipal bond insurance or Debt Service Reserve Account Credit Instrument, including any covenants made by the City with respect thereto, and the determination made pursuant to Section 2.4 of this Part C with respect to the amount to be borrowed for the refunding of all or a portion of the Series 1994 Bonds, (ii) an executed copy of the Bond Purchase Agreement, reflecting concurrence of the Chairman of the Committee on Finance of the City Council, in the determinations made by the Chief Financial Officer as to the terms of sale of the 1998 Second Lien Bonds of such series, and (iii) the final Official Statement of the City as provided in Section 2.5(c) of this Part C.

(h) The 1998 Second Lien Bonds may be issued in either certificated or book-entry form as determined by the Chief Financial Officer. In connection with the issuance of any 1998 Second Lien Bonds issued in book-entry form, the Chief Financial Officer is authorized to select the book-entry depository and to execute and deliver a representation letter to the book-entry depository.

(i) The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking shall be binding upon the City and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any 1998 Second Lien Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking. No failure by the City to comply with the Continuing Disclosure Undertaking shall constitute a default under this Ordinance, the 1998 Second Lien Bonds Indenture or any 1998 Second Lien Bonds.

SECTION 2.6 Interest Rate Agreement. The Mayor or the Chief Financial

Officer is authorized to execute and deliver from time to time one or more agreements with counterparties selected by the Chief Financial Officer, the purpose of which is to reduce the City's interest cost with respect to the 1998 Second Lien Bonds, to reduce the City's exposure to fluctuations in the interest rate or rates payable on the 1998 Second Lien Bonds, to establish an interest rate or interest rates or range of interest rates for the 1998 Second Lien Bonds prior to the execution of the Bond Purchase Agreement or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized under this ordinance shall not exceed the principal amount of 1998 Second Lien Bonds issued (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications of such agreement as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of the City Council's approval of such insertions, completions and modifications of such agreement. Amounts payable by the City under any such agreement shall be payable only from the 1998 Second Lien Bonds Subaccount of the Second Lien Bonds Account. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 2.6 shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

Article III.

Escrow Account For Refunded Series 1994 Bonds; Operation Of Sewer Revenue Fund Accounts When No Senior Lien Bonds Are Outstanding.

SECTION 3.1 Escrow For Refunded Series 1994 Bonds. If the Chief Financial Officer determines to proceed with the refunding of all or a portion of the Outstanding Series 1994 Bonds pursuant to Article II, the City shall establish an escrow account (the "Escrow Account") for the defeasance of the Series 1994 Bonds to be refunded with the paying agent for the Series 1994

Bonds, as escrow agent (the "Escrow Agent"). From the amounts received upon the sale of the 1998 Second Lien Bonds, the City shall make an irrevocable deposit into the Escrow Account of an amount sufficient to purchase investment obligations and to deposit cash that shall be sufficient to defease the Series 1994 Bonds to be refunded, as provided in the Series 1994 Bond Ordinance. The City shall enter into an escrow agreement (the "Escrow Agreement") with the Escrow Agent in a form as shall be determined by the Chief Financial Officer. The Chief Financial Officer is authorized to execute and deliver the Escrow Agreement on behalf of the City. The City, by entering into the Escrow Agreement, shall irrevocably determine to call for redemption each such Series 1994 Bond to be refunded at its earliest optional redemption date. In connection with the execution of the Escrow Agreement, the Chief Financial Officer is hereby authorized to execute and deliver, or to direct the Escrow Agent to execute and deliver, agreements providing for the investment or reinvestment of funds held in the Escrow Account.

SECTION 3.2 Operation Of Sewer Revenue Fund Accounts When No Senior Lien Bonds Are Outstanding. From and after such time as no Senior Lien Bonds are Outstanding, the following Accounts of the Sewer Revenue Fund shall cease to exist: the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Senior Lien Construction Accounts and any Accounts established in respect of Senior Lien Parity Bonds in the Sewer Revenue Fund; amounts in such Accounts shall remain part of the Sewer Revenue Fund. The Sewer Revenue Fund, the Sewer Rate Stabilization Account, the Second Lien Bonds Account, the Senior Lien Construction Accounts and any Account or Subaccounts established in the Sewer Revenue Fund in respect of Second Lien Parity Bonds by this ordinance and ordinances authorizing the issuance of Second Lien Parity Bonds shall continue to exist notwithstanding the discharge of the Senior Lien Bonds; and deposits shall be made to and withdrawals made from the Sewer Revenue Fund and the Accounts and Subaccounts described in this sentence as if the Accounts and Subaccounts in the Sewer Revenue Fund described in the immediately preceding sentence had never existed.

Part D.

Article I.

General Provisions.

SECTION 1.1 Authority. This ordinance is adopted pursuant to the powers of the City as a home rule unit under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Series 1998 Bonds, including, but not limited to, the exercise following the delivery date of any of the Series 1998 Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to the Series 1998 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 1.2 Authorized Signatures. The Mayor, the City Clerk and the Chief Financial Officer may each designate another to act as their respective proxies and to affix their respective signatures to the Series 1998 Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor, the City Clerk or the Chief Financial Officer pursuant to this ordinance and any instrument, certificate or document required by this ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the City Clerk or the Chief Financial Officer, respectively. A written signature of the Mayor, the City Clerk or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of Proceedings of the City Council and filed with the Clerk. When the signature of the Mayor, the City Clerk or the Chief Financial Officer is placed on an instrument, certificate or document at the direction of the Mayor, the City Clerk or the Chief Financial Officer, as the case may be, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor, the City Clerk or the Chief Financial Officer in person, as the case may be.

SECTION 1.3 Conflict. To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order, or part thereof, is in conflict with or is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 1.4 Severability. If any section, paragraph, clause or prevision of

this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provision of this Ordinance.

SECTION 1.5 Registered Owner Remedy. Any Registered Owner of a Series 1998 Bond may proceed by civil action to compel performance of all duties required by this Ordinance, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of the Gross Revenues as provided by this Ordinance.

SECTION 1.6 Contract. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners of the Series 1998 Bonds, and no changes, additions or alterations of any kind shall be made to that contract except as provided in this Ordinance, including Article VIII of Part B of this Ordinance and in the 1998 Second Lien Bonds Indenture, so long as the Series 1998 Bonds are Outstanding.

SECTION 1.7 Appropriation. The provisions of this Ordinance constitute an appropriation of the amount received upon the sale of the Series 1998 Bonds for the purposes specified in Section 2.2 of each of Part B and Part C of this Ordinance and an appropriation of the Net Revenues Available for Bonds, including the Investment Earnings on Accounts as provided herein, for deposit in the various accounts established as provided by Section 4.4 of Part B of this Ordinance and for payment of principal of, redemption premium, if any, and interest on the Series 1998 Bonds as provided in this Ordinance.

SECTION 1.8 Headings. Any headings preceding the texts of the several Articles and Sections of this Ordinance shall be solely for convenience of reference and shall not constitute a part of this Ordinance nor shall they affect its meaning, construction or effect.

SECTION 1.9 Publication; Effectiveness. This Ordinance shall be published in special pamphlet form by the Clerk, by causing to be printed at least twenty-five (25) Copies of this Ordinance, which copies are to be made available at his or her office for public inspection and distribution to members of the public who may wish to obtain a copy of this Ordinance. This Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and such publication.

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

Exhibit "A".

Form Of 1998 Senior Lien Bond

The 1998 Senior Lien Bonds, the Certificate of Authentication and the form of Assignment to be printed on each of the 1998 Senior Lien Bonds, shall be substantially in the forms set forth in this Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel and any statement of bond insurance) thereon as may, consistently herewith, be established by the City or determined by the officers executing such 1998 Senior Lien Bonds as evidenced by their execution thereof. Any portion of the text of any 1998 Senior Lien Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the 1998 Senior Lien Bond.

The definitive 1998 Senior Lien Bonds shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such 1998 Senior Lien Bonds as evidenced by their execution thereof, but any temporary 1998 Senior Lien Bond may be typewritten or photocopied or otherwise reproduced.

Form of 1998 Senior Lien Serial or Term Bond:

Registered No.

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

Wastewater Transmission Revenue Bond

Refunding Series 1998

INTEREST RATE PER YEAR: CUSIP:

MATURITY DATE: January 1, ____

DATE OF THIS BOND: _____

INTEREST PAYMENT DATES: January 1 and July 1

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Chicago (the *"City"*) hereby acknowledges itself to owe and, for value received promises to pay to the Registered Owner named above or registered assigns (such Registered Owner or assigns being referred to herein as the *"Registered Owner"*), upon presentation and surrender hereof, in lawful money of the United States of America, the Principal Amount stated above on the Maturity Date stated above, with interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from the most recent Interest Payment Date identified above to which interest has been paid or duly provided for or, if no interest has been paid, from the Date of This Bond stated above, at the Interest Rate stated above per annum, payable semi-annually on January 1 and July 1, with the first Interest Payment Date being _____ 1, 199__, until the date on which this bond becomes due, whether at maturity or by acceleration or redemption. The principal or redemption price of this bond is payable at the corporate trust office of _____, _____, _____, as bond registrar and paying agent (the *"Bond Registrar"*). Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner of this bond, determined as of the close of business on the applicable record date, at its address as shown on the registration books maintained by the Bond Registrar, or by wire transfer, as provided in the Bond Ordinance (as defined below). The record date for payment of interest is the 15th day of the month preceding the date on which the interest is to be paid.

This bond is one of a duly authorized issue of bonds of the City designated "Wastewater Transmission Revenue Bonds, Refunding Series 1998," issued in the aggregate principal amount of $_____ (the *"Bonds"*). The Bonds are issued under and pursuant to an ordinance duly adopted by the City Council of the City on _____, _____ (the *"Bond Ordinance"*). The Bonds are authorized for the purpose of providing funds (1) for the refunding prior to maturity of certain outstanding wastewater transmission revenue bonds of the City, (2) for costs of issuance of the Bonds, [(3)] [to pay costs of acquiring a municipal bond insurance policy and a bond debt service reserve account credit instrument], and [(4)] [to provide for discount on the Bonds.]

Under the Bond Ordinance, all revenues received from the operation of the City's Sewer System are required to be deposited in a separate fund designated the "Sewer Revenue Fund of the City of Chicago" (the *"Sewer Revenue Fund"*). The Bonds are limited obligations of the City with a claim for payment solely from the net revenues and accounts of the Sewer Revenue Fund. Additional bonds may be issued on a parity with the Bonds as provided in the Bond Ordinance. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. The Sewer Revenue Fund is required to be used only and is irrevocably pledged for (1) paying the costs of operating and maintaining the Sewer System, (2) paying outstanding obligations of the City, including the Bonds, that are payable by their terms from the net revenues of the Sewer System, and (3) establishing and maintaining all reserve funds or accounts that are required to be established and maintained by the bond ordinances authorizing wastewater transmission revenue bonds of the City provided that any funds available after these requirements have been satisfied or that are not necessary to satisfy these requirements may be used for any lawful purpose of the Sewer System.

No official, officer, member of the City Council, agent or employee of the City shall be liable personally on this Bond by reason of the issuance of this Bond.

[insert any statement of bond insurance]

Reference is made to the Bond Ordinance for a description of the funds pledged and to the rights, limitations of rights, duties, obligations and immunities of the City, the Bond Registrar and the Registered Owners of the Bonds. The Ordinance may be amended to the extent and in the manner provided therein.

[The following six paragraphs, including the tables, are applicable if any of the Bonds are subject to redemption, in whole or in part, prior to maturity at the option of the City, or are sold as term bonds subject to mandatory sinking fund redemption.

[The Bonds due on or after January 1, _____ are subject to redemption prior to maturity at the option of the City, in whole or in part on any date on or after January 1, ____, at the redemption price set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.]

Date of Redemption	Redemption Price
_____ to and including _____	_____%
_____ to and including _____	_____%
_____ to and thereafter	_____%

[The Bonds maturing on January 1, _____ and January 1, _____ are subject to mandatory sinking fund redemption in part at a redemption price equal to 100 percent of the principal amount thereof, plus accrued interest to the redemption date if not an Interest Payment Date, on January 1 in the years and in the amounts set forth below.]

Bonds Maturing _____

Year	Amount	Year	Amount

Bonds Maturing _____

Year	Amount	Year	Amount

[The amount of mandatory sinking fund redemption payments set forth above shall be reduced upon the redemption of Bonds, other than pursuant to mandatory sinking fund redemption (or by the purchase for cancellation of Bonds from moneys otherwise to be used for such redemption not pursuant to mandatory sinking fund redemption), on or prior to the due dates of specific mandatory sinking fund payments. The total credit against mandatory sinking fund payments shall equal the amount of Bonds so redeemed or purchased. The Chief Financial Officer shall in his or her sole discretion determine the amounts and due dates of the mandatory sinking fund payments against which the redemption or purchase shall be credited, and shall notify the Bond Registrar in writing of such determination.]

[In the event of a redemption of less than all the Bonds of a maturity, the Bond Registrar shall assign to each outstanding Bond of a denomination greater than $5,000 a distinctive number for each $5,000 portion of such Bond so as to distinguish each such $5,000 portion from each other portion of

such Bond. The Bond Registrar shall select by lot, in a manner the Bond Registrar determines to be fair, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Bond of a denomination of greater than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.]

[Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption to each Registered Owner of Bonds to be redeemed or purchased at such Registered Owner's address as shown in the registration books maintained by the Bond Registrar. Failure to give such notice by mail or a defect in the notice or the mailing as to any Bond will not affect the validity of any proceedings for redemption as to any other Bond as to which notice was given properly and the failure of any Registered Owner of a Bond to receive the notice shall not affect the validity of the redemption. With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.]

[If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Bond Registrar shall authenticate and deliver, upon surrender of such Bond, without charge to the Registered Owner thereof, one or more new Bonds of any authorized denomination, of the same maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. Any Bonds, or portions thereof, that have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Bonds are held by the Bond Registrar for the benefit of the Registered Owners.]

The Registered Owner may transfer or exchange this Bond in accordance with the Bond Ordinance. The Bond Registrar may exchange Bonds in accordance with the Bond Ordinance. The Bond Registrar may require a Registered 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 Bond Ordinance. The Bonds may be exchanged for other Bonds at the principal office of the Bond Registrar upon the terms set forth in the Bond Ordinance.

The Bonds are issuable only in fully registered form in the denomination of $5,000 or any multiple thereof.

The City and the Bond Registrar may treat the Registered Owner as the absolute owner of this bond for all purposes, notwithstanding any notice to the contrary.

It is certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this bond exist, have happened and have been performed.

This bond will not be valid until the Certificate of Authentication has been signed by the Bond Registrar.

In Witness of this obligation, the City of Chicago, by its City Council, has caused this bond to be signed by the manual or facsimile signature of the Mayor and the Chief Financial Officer, attested by the manual or facsimile signature of the City Clerk, and its corporate seal to be affixed, impressed or printed on this bond, all as of the Date of this Bond set forth above.

CITY OF CHICAGO

_____

Mayor

_____

Chief Financial Officer

_____

City Clerk

[Seal]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance.

_____, _____

_____,
as Bond Registrar

By: _____
Authorized Signature

ASSIGNMENT

For value received the undersigned sells, assigns and transfers this bond to

_____
(Name and Address of Assignee)

(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____ attorney-in-fact to transfer it on the books kept for registration of the bond, with full power of substitution.

_____

NOTE: The signature to this assignment must correspond with the name as written on the face of the bond without alteration or enlargement or other change.

Dated:

Signature Guaranteed:

_____
Bank, Trust Company or Firm

By: _____
Authorized Signature

Form of Capital Appreciation 1998 Senior Lien Bond:

Registered No.

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

Wastewater Transmission Revenue Bond

Refunding Series 1998

ORIGINAL YIELD TO MATURITY: CUSIP:

MATURITY DATE: ___

DATE OF THIS BOND: _____

ORIGINAL PRINCIPAL AMOUNT (Per $5,000 at Maturity)

REGISTERED OWNER:

COMPOUND ACCRETED VALUE AT MATURITY:

The City of Chicago (the *"City"*) hereby acknowledges itself to owe and, for value received promises to pay to the Registered Owner named above or registered assigns (such Registered Owner or assigns being referred to herein as the *"Registered Owner"*), upon presentation and surrender hereof, in lawful money of the United States of America, on the Maturity Date stated above, the Compound Accreted Value at Maturity stated above. The amount of interest payable on this Bond at maturity is the amount of interest accrued from the Date of this Bond (stated above) on the Original Principal Amount (stated above) at an Original Yield to Maturity (stated above), accrued and compounded semi-annually on January 1 and July 1 of each year commencing _____, ____. The Compound Accreted Value at Maturity (per $5,000 of Compound Accreted Value at Maturity) of this Bond on January 1 and July 1 of each year, commencing _____, ____, is as set forth in the table of Compound Accreted Values attached hereto. The Compound Accreted Value of this bond is payable at the corporate trust office of _____, _____, _____, as bond registrar and paying agent (the *"Bond Registrar"*).

This bond is one of a duly authorized issue of bonds of the City designated "Wastewater Transmission Revenue Bonds, Refunding Series 1998," issued in the aggregate principal amount of $_____ (the *"Bonds"*). The Bonds are issued under and pursuant to an ordinance duly adopted by the City Council of the City on _____, _____ (the *"Bond Ordinance"*). The Bonds are authorized for the purpose of providing funds (1) refunding prior to maturity of certain outstanding wastewater transmission revenue bonds of the City, (2) for costs of issuance of the Bonds, [(3)] [to pay costs of acquiring a municipal bond insurance policy and a bond debt service reserve account credit instrument], and [(4)] [to provide for discount on the Bonds.]

Under the Bond Ordinance, all revenues received from the operation of the City's Sewer System are required to be deposited in a separate fund designated the "Sewer Revenue Fund of the City of Chicago" (the *"Sewer Revenue Fund"*). The Bonds are limited obligations of the City with a claim for payment solely from the net revenues and accounts of the Sewer Revenue Fund. Additional bonds may be issued on a parity with the Bonds as provided in the Bond Ordinance. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. The Sewer Revenue Fund is required to be used only and is irrevocably pledged for (1) paying the costs of operating and maintaining the Sewer System, (2) paying outstanding obligations of the City, including the Bonds, that are payable by their terms from the net revenues of the Sewer System, and (3) establishing and maintaining all reserve funds or accounts that are required to be established and maintained by the bond ordinances authorizing wastewater transmission revenue bonds of the City provided that any funds available after these requirements have been satisfied or that are not necessary to satisfy these requirements may be used for any lawful purpose of the Sewer System.

No official, officer, member of the City Council, agent or employee of the City shall be liable personally on this Bond by reason of the issuance of this Bond.

[insert any statement of bond insurance]

Reference is made to the Bond Ordinance for a description of the funds pledged and to the rights, limitations of rights, duties, obligations and immunities of the City, the Bond Registrar and the Registered Owners of the Bonds. The Ordinance may be amended to the extent and in the manner provided therein.

[The following four paragraphs, including the table, are applicable if any of the Bonds are subject to redemption, in whole or in part, prior to maturity at the option of the City].

[The Bonds due on or after January 1, _____ are subject to redemption prior to maturity at the option of the City, in whole or in part on any date on or after January 1, _____, at the redemption prices set forth in the table below, expressed as percentages of Compound Accreted Value.]

Date of Redemption	Redemption Price
_____ to and including _____	_____%
_____ to and including _____	_____%
_____ to and thereafter	_____%

[In the event of a redemption of fewer than all the Bonds of a maturity, the Bond Registrar shall assign to each outstanding Bond of a denomination greater than $5,000 of Compound Accreted Value at Maturity a distinctive number for each $5,000 portion of such Bond so as to distinguish each such $5,000 portion from each other portion of such Bond. The Bond Registrar shall select by lot, in a manner the Bond Registrar determines to be fair, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the Compound Accreted Value at Maturity of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Bond of a denomination of greater than $5,000 of Compound Accreted Value at Maturity shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.]

[Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption to each Registered Owner of Bonds to be redeemed or purchased at such Registered Owner's address as shown in the registration books maintained by the Bond Registrar. Failure to give such notice by mail or a defect in the notice or the mailing as to any Bond will not affect the validity of any proceedings for redemption as to any other Bond as to which notice was given properly and the failure of any Registered Owner of a Bond to receive the notice shall not affect the validity of the redemption. With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.]

[If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Bond Registrar shall authenticate and deliver, upon surrender of such Bond, without charge to the Registered Owner thereof, one or more new Bonds of any authorized denomination, of the same maturity and aggregate Compound Accreted Value as the unredeemed balance of the principal amount of the Bond so surrendered. Any Bonds, or portions thereof, that have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Bonds are held by the Bond Registrar for the benefit of the Registered Owners.]

The Registered Owner may transfer or exchange this Bond in accordance with the Bond Ordinance. The Bond Registrar may exchange Bonds in accordance with the Bond Ordinance. The Bond Registrar may require a Registered 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 Bond Ordinance. The Bonds may be exchanged for other Bonds at the principal office of the Bond Registrar upon the terms set forth in the Bond Ordinance.

The Bonds are issuable only in fully registered form in the denomination of $5,000 Compound Accreted Value at Maturity or any multiple thereof.

The City and the Bond Registrar may treat the Registered Owner as the absolute owner of this bond for all purposes, notwithstanding any notice to the contrary.

It is certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this bond exist, have happened and have been performed.

This bond will not be valid until the Certificate of Authentication has been signed by the Bond Registrar.

In Witness of this obligation, the City of Chicago, by its City Council, has caused this bond to be signed by the manual or facsimile signature of the Mayor and the Chief Financial Officer, attested by the manual or facsimile signature of the City Clerk, and its corporate seal to be affixed, impressed or printed on this bond, all as of the Date of this Bond set forth above.

CITY OF CHICAGO

_____

Mayor

_____

Chief Financial Officer

_____

City Clerk

[Seal]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance.

_____, _____

_____,
as Bond Registrar

By: _____
Authorized Signature

ASSIGNMENT

For value received the undersigned sells, assigns and transfers this bond to

_____
(Name and Address of Assignee)

(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____ attorney-in-fact to transfer it on the books kept for registration of the bond, with full power of substitution.

_____

NOTE: The signature to this assignment must correspond with the name as written on the face of the bond without alteration or enlargement or other change.

Dated:

Signature Guaranteed:

_____
Bank, Trust Company or Firm

By: _____
Authorized Signature

Exhibit "B".

Form Of 1998 Second Lien Bonds Indenture (Fixed Rate).

TRUST INDENTURE
(Fixed Rate)

from

CITY OF CHICAGO

to

_____

as Trustee

SECURING

$_____

CITY OF CHICAGO

SECOND LIEN WASTEWATER TRANSMISSION REVENUE BONDS

REFUNDING SERIES 1998

DATED AS OF _____

TRUST INDENTURE

THIS TRUST INDENTURE (this *"Indenture"*) dated as of _____, 1998, is from the CITY OF CHICAGO (the *"City"*), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, to _____, a _____, having its principal corporate trust office in the City of Chicago, Illinois, as trustee (said association, and any successor or successors as trustee under this Indenture, being referred to in this Indenture as the *"Trustee"*).

RECITALS

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, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

The City has constructed and is maintaining and operating the Sewer System (as defined below) to meet the needs of the City's inhabitants and other users of the Sewer System. The Sewer System is operated under the supervision and control of the Department of Sewers of the City.

The City has previously issued and may in the future issue its Senior Lien Bonds (as defined below) to pay the costs of repairs, replacements, renewals, improvements, equipment or extensions to the Sewer System, funding capitalized interest and a reserve fund for Senior Lien Bonds, funding working capital for the Sewer System, refunding outstanding Senior Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Senior Lien Bonds (including Second Lien Bonds) or for paying costs of issuance.

The City has determined to refund in advance of maturity [a portion of] the City's outstanding Series 1994 Bonds (as defined below).

The City does not have available funds sufficient to refund the Series 1994 Bonds.

Pursuant to an ordinance duly adopted by the City Council on _____, 199__ (the *"Series 1998 Bond Ordinance"*), the City has determined to authorize the issuance of its Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998 (the *"1998 Second Lien Bonds"*) for the purposes of (i) refunding [a portion of] the outstanding Series 1994 Bonds, (ii) paying Costs of Issuance of the 1998 Second Lien Bonds, including costs of acquiring a Debt Service Reserve Account Credit Instrument (as defined below) and (iii) providing for discount on the 1998 Second Lien Bonds.

Pursuant to Section 2.1 of Part C of the Series 1998 Bond Ordinance, the City has authorized the issuance and sale of the 1998 Second Lien Bonds pursuant to this Indenture in an aggregate principal amount of $_____.

The 1998 Second Lien Bonds will have a claim for payment solely from Second Lien Bond Revenues (as defined below) and the other sources pledged under this Indenture and shall be valid claims of their registered owners only against the funds and assets and other money held by the Trustee with respect to the 1998 Second Lien Bonds and against Second Lien Bond Revenues.

The execution and delivery of the 1998 Second Lien Bonds and this Indenture have in all respects been duly authorized and all things necessary to make the 1998 Second Lien Bonds, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done.

GRANTING CLAUSES

The City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the 1998 Second Lien Bonds by the Owners thereof, and of the sum of one dollar, lawful money of the United States of America, duly paid by the Trustee to the City at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, redemption premium, if any, and interest on the 1998 Second Lien Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the 1998 Second Lien Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "*Trust Estate*"):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to the Second Lien Bond Revenues; provided that the pledge and assignment of such Second Lien Bond Revenues shall rank *pari passu* with any pledge and assignment made by the City to secure the Series 1997 Bonds (as defined below) and any Second Lien Parity Bonds (as defined below), in the manner and to the extent described in Section 2.2 hereof.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of 1998 Second Lien Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE THIRD

Any and all other property, rights and interest of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any time and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the 1998 Second Lien Bonds without privilege, priority or distinction as to the lien or otherwise of any of the foregoing

over any other of the foregoing except to the extent herein or in this Indenture otherwise specifically provided;

PROVIDED that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, redemption premium, if any, and interest on the 1998 Second Lien Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the 1998 Second Lien Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, 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, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect; and it is expressly declared, that all 1998 Second Lien Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other 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 herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners of the 1998 Second Lien Bonds, as follows:

ARTICLE I.

DEFINITIONS; CONSTRUCTION

Section 1.1. Definitions. Terms defined in the Series 1998 Bond Ordinance are used with the same meanings in this Indenture, unless the context clearly requires otherwise. The terms defined in this Section shall, for all purposes of this Indenture, have the meanings specified in this Indenture, unless the context clearly requires otherwise.

"*Aggregate Second Lien Debt Service*" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Second Lien Debt Service with respect to such Fiscal Year or other specified 12-month period and to the Second Lien Bonds of all series.

"*Aggregate Senior Lien Debt Service*" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Senior Lien Debt Service with respect to such Fiscal Year or other specified 12-month period and to the Senior Lien Bonds of all series.

"*Annual Second Lien Debt Service*" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period and to Second Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Second Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Second Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that Second Lien Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the ordinances and trust indentures creating such series of Second Lien Bonds of

Principal Installments payable at or after said date of computation. For purposes of computing the interest payable on any Variable Rate Bonds in any future Fiscal Year or other specified future 12-month period, the rate of interest shall be assumed to equal the highest monthly average rate of interest paid with respect to such Variable Rate Bonds during the 12 months preceding the date of such calculation, plus 0.5 percent, or if such Variable Rate Bonds were not Outstanding during the entire 12-month period preceding the date of calculation, the highest monthly average rate of interest paid with respect to comparable debt obligations having a comparable interest rate determination method, interest rate period and rating during such 12-month period, plus 0.5 percent.

"Annual Senior Lien Debt Service" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period and to Senior Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Senior Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Senior Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that Senior Lien Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the Senior Lien Bond Ordinances of Principal Installments payable at or after said date of computation.

"Authorized Denomination" means (i) $5,000 or any integral multiple of $5,000 for Current Interest 1998 Second Lien Bonds and (ii) $5,000 Compound Accreted Value at maturity or any integral of that amount for Capital Appreciation 1998 Second Lien Bonds.

"Beneficial Owner" means the owner of a beneficial interest in 1998 Second Lien Bonds registered in the name of Cede & Co., as nominee of DTC (or a successor securities depository or nominee for either of them).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Bondholder" or *"Owner"* means the person in whose name any 1998 Second Lien Bond is registered on the registration books of the City kept by the Trustee.

"Business Day" means any day of the year on which banks located in the city in which is located the Principal Office of the Trustee are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

"Capital Appreciation 1998 Second Lien Bonds" means any 1998 Second Lien Bonds that are designated by the Chief Financial Officer in the Determination Certificate to be capital appreciation bonds, the interest on which shall be payable as appreciation in the principal amount of those 1997 Second Senior Lien Bonds, when the principal amount of the bonds is due.

"Chief Financial Officer" means the person designated by the Mayor as the City's Chief Financial Officer, or if no such designation has been made or if such position is vacant, the City Comptroller of the City.

"City" means the City of Chicago.

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

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

"Compound Accreted Value" means, with respect to any 1998 Second Lien Bond any interest on which is payable by appreciation in its principal amount, as of any date of calculation, its original principal amount plus the appreciation in its principal amount to that date calculated as provided in the Determination Certificate.

"Costs of Issuance" means all fees and costs incurred by the City relating to the issuance of the 1998 Second Lien Bonds, including, without limitation, printing costs, the Trustee's initial fees and charges, financial advisory fees, engineering fees, legal fees, accounting fees, the costs related to any agreements or other arrangements entered into pursuant to Section 2.6 of Part B of the Series 1998 Bond Ordinance, the cost of any premiums for municipal bond insurance to insure the 1998 Second Lien Bonds, the cost of providing any Debt Service Reserve Account Credit Instrument or other credit facilities with respect to the 1998 Second Lien Bonds, and the cost of any related services with respect to the 1998 Second Lien Bonds.

"Current Interest 1998 Second Lien Bonds" means any 1998 Second Lien Bond the interest on which is payable on each January 1 and July 1.

"Debt Service Requirement" means, in any Fiscal Year, the principal of and interest on the 1998 Second Lien Bonds required to be paid in that Fiscal Year.

"Debt Service Reserve Account" means the account of that name established in the 1998 Second Lien Bonds Revenue Fund as described in Section 5.4(a) of this Indenture.

"Debt Service Reserve Account Credit Instrument" means a non-cancelable insurance policy, a non-cancelable surety bond or an irrevocable letter of credit which may be delivered to the Trustee in lieu of or in partial substitution for cash or securities required to be on deposit in the Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by at least two Rating Agencies. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories from at least two Rating Agencies. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive payment for the purposes for which the Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

"Debt Service Reserve Requirement" means, as of any date of computation, an amount equal to the least of (i) the highest future Debt Service Requirement of all 1998 Second Lien Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10 percent of the original principal amount of the 1998 Second Lien Bonds (less any original issue discount); or (iii) 125 percent of the average annual Debt Service Requirement on the 1998 Second Lien Bonds. Any 1998 Second Lien Bonds required to be redeemed pursuant to mandatory Sinking Fund Payments shall be

treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.

"DTC" means The Depository Trust Company, New York, New York.

"Determination Certificate" means the Certificate of the Chief Financial Officer with respect to the 1998 Second Lien Bonds of a series filed with the office of the City Clerk, addressed to the City Council as provided in Section 2.5(e) of Part C of the Series 1998 Bond Ordinance.

"Fiscal Year" means the period beginning January 1 and ending December 31 of any year.

"Government Obligations" means direct obligations of the United States of America.

"Gross Revenues" means all income and receipts from any source which under generally accepted accounting principles are properly recognized as being derived from the operation of the Sewer System, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the Sewer System, (c) grants (excluding grants received for capital projects) and (d) Investment Earnings.

"Indenture" means this Trust Indenture as amended or supplemented in accordance with the terms of this Indenture.

"Interest Payment Date" means January 1 and July of each year, commencing _____.

"Investment Earnings" means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or with any money in the accounts in the Sewer Revenue Fund (other than the rebate accounts for the Senior Lien Bonds and Second Lien Bonds) specified in Section 4.3 of Part B of the Series 1998 Bond Ordinance. Investment Earnings do not include interest or earnings on investments of the Construction Accounts.

"Net Revenues" means that portion of the Gross Revenues remaining in any period after providing sufficient funds for Operation and Maintenance Costs.

"Net Revenues Available for Bonds" means that portion of the Net Revenues remaining in any period, minus any amounts deposited during that period in the Sewer Rate Stabilization Account as provided in Section 4.3 of Part B of the Series 1998 Bond Ordinance (other than amounts transferred to that Account upon the issuance of any Senior Lien Parity Bonds) and plus the amounts withdrawn during that period from that Account.

"1998 Second Lien Bonds" means the $_____ aggregate principal amount of Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998 authorized by Section 2.2 of Part C of the Series 1998 Bond Ordinance and issued pursuant to this Indenture, as more fully described in Article II of this Indenture.

"1998 Second Lien Bonds Revenue Fund" means the Fund of that name created by Section 5.2 of this Indenture.

"Notice by Mail" means a written notice mailed by first class mail to Bondholders at their addresses as shown on the registration books kept pursuant to Section 2.10 of this Indenture.

"Operation and Maintenance Costs" means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Sewer System, that under generally accepted accounting principles are properly chargeable to the Sewer System and not capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, the costs related to any agreements or other arrangements entered into pursuant to Section 2.6 of Part C of the Series 1998 Bond Ordinance, trustee's and paying agents' fees and all incidental expenses, but excluding any provision for depreciation or for interest on Senior Lien Bonds, Second Lien Bonds or other obligations for borrowed money payable from the Net Revenues Available for Bonds.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding," when used in reference to the 1998 Second Lien Bonds, means, at any particular date, the aggregate of all 1998 Second Lien Bonds authenticated and delivered under this Indenture except:

(a) 1998 Second Lien Bonds canceled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) matured or redeemed 1998 Second Lien Bonds which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the Trustee;

(c) 1998 Second Lien Bonds in lieu of or in exchange or substitution for which other 1998 Second Lien Bonds shall have been authenticated and delivered pursuant to this Indenture; and

(d) 1998 Second Lien Bonds owned by the City.

When used with respect to Senior Lien Bonds, *"Outstanding"* shall have the meaning ascribed to such term in the respective Senior Lien Bond Ordinances.

"Permitted Investments" means any of the following obligations or securities permitted under Illinois law:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book entry procedures prescribed at 31 C.F.R. 306.0 *et seq.* or 31 C.F.R.

350.0 *et seq.* (or other similar book entry procedures similarly prescribed by federal law or regulations adopted after the date of this Indenture), has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on any 1998 Second Lien Bonds or other obligations that are payable from Net Revenues Available for Bonds;

(c) obligations of the Federal National Mortgage Association or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the 1998 Second Lien Bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association that has capital of not less than $100,000,000 or (ii) by certificates of deposit that are continuously and fully insured by any agency of the United States of America;

(e) repurchase agreements with banks described in clause (d) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision that are, at the time of purchase, rated by at least two Rating Agencies in one of their two highest respective long-term rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be satisfactory) for comparable types of debt obligations;

(g) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are, at the time of purchase, rated by at least two Rating Agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be satisfactory), for comparable types of debt obligations;

(h) repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include the Trustee or a Depository), insurance company or any other financial institution that at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated by at least two Rating Agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies, then a rating by one Rating Agency shall be satisfactory), or if such institution is not so rated, that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for

the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties; and

(i) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated by at least one Rating Agency in its highest short-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(j) certificates of deposit of national banks that are either fully collateralized at least 110 percent by marketable U.S. government securities marked to market at least monthly or secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment; and

(k) shares of a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933.

"Principal and Interest Account" means the account of that name in the 1998 Second Lien Bonds Revenue Fund as described in Section 5.4(b) of this Indenture.

"Principal Installment" means:

(a) as of any particular date of computation and with respect to Senior Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Senior Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Senior Lien Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with the Senior Lien Bond Ordinance authorizing the issuance of each series of Senior Lien Bonds of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Senior Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Senior Lien Bonds of such series, and for all purposes of this Indenture, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment; and

(b) as of any particular date of computation and with respect to Second Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Second Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Second Lien Bonds which would at or before said future date be retired by reason of the payment when due and the application in accordance with this Indenture, with respect to the 1998 Second Lien Bonds, or the ordinance or trust indenture creating any series of Second Lien Parity Bonds, of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Second Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of such Outstanding Second Lien Bonds, and for all purposes hereof, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Principal Office" means, with respect to the Trustee, its principal office in Chicago, Illinois.

"Rating Agency" means any nationally recognized securities rating agency.

"Record Date" means June 15 and December 15 of each year.

"Second Lien Bond Revenues" means all sums, amounts, funds or moneys which may be withdrawn from the Second Lien Bonds Account pursuant to Section 4.3(d) of Part B of the Series 1998 Bond Ordinance.

"Second Lien Bonds" means the Series 1997 Bonds, the 1998 Second Lien Bonds and all Second Lien Parity Bonds.

"Second Lien Bonds Account" means the separate account of that name in the Sewer Revenue Fund established as provided in Section 4.3(d) of Part B of the Series 1998 Bond Ordinance.

"Second Lien Construction Accounts" means the various accounts established for construction purposes by the ordinances authorizing the Series 1997 Bonds and any Second Lien Party Bonds and any account established to pay Costs of Issuance of Second Lien Bonds.

"Second Lien Parity Bonds" means obligations, other than 1998 Second Lien Bonds, which are payable from Second Lien Bond Revenues on an equal and ratable basis with all other Outstanding Second Lien Bonds.

"Senior Lien Bond Ordinances" means the Series 1993 Bond Ordinance, the Series 1994 Bond Ordinance, the Series 1995 Bond Ordinance and ordinances of the City authorizing the issuance of Senior Lien Parity Bonds.

"Senior Lien Bonds" means the Series 1993 Bonds, the Series 1994 Bonds, the Series 1995 Bonds and all Senior Lien Parity Bonds issued pursuant to the Senior Lien Bond Ordinances.

"Senior Lien Parity Bonds" means obligations that may be issued after the issuance and delivery of the 1998 Second Lien Bonds that are payable from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Senior Lien Bonds.

"Series 1993 Bond Ordinance" means the ordinance passed by the City Council on February 10, 1993, as amended by the City Council on March 8, 1993, authorizing the issuance of the Series 1993 Bonds.

"Series 1994 Bond Ordinance" means the ordinance passed by the City Council on March 23, 1994, authorizing the issuance of the Series 1994 Bonds.

"Series 1995 Bond Ordinance" means the ordinance passed by the City Council on November 8, 1995, authorizing the issuance of the Series 1995 Bonds.

"Series 1997 Bond Ordinance" means the ordinance passed by the City Council of the City on June 4, 1998, authorizing the issuance of the Series 1998 Bonds.

"Series 1998 Bond Ordinance" means the ordinance passed by the City Council of the City on _____, _____, authorizing the issuance of the 1998 Second Lien Bonds.

"Series 1993 Bonds" means the Wastewater Transmission Revenue Bonds, Refunding Series 1993, of the City, authorized and issued pursuant to the Series 1993 Bond Ordinance.

"Series 1994 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1994, of the City, authorized by and issued pursuant to the Series 1994 Bond Ordinance.

"Series 1995 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1995, of the City, authorized and issued pursuant to the Series 1995 Bond Ordinance.

"Series 1997 Bonds" means the Second Lien Wastewater Transmission Revenue Bonds, Series 1997, authorized by the Series 1997 Bond Ordinance and issued pursuant to the Series 1997 Indenture.

"Series 1997 Indenture" means the Trust Indenture dated as of September 1, 1997 from the City to First Trust National Association, as trustee, providing for the issuance of the Series 1997 Bonds.

"Sewer Rate Stabilization Account" means the separate account of that name previously established by the City in the Sewer Revenue Fund and described in Section 4.3 of Part B of the Series 1998 Bond Ordinance.

"Sewer Revenue Fund" means the separate fund designated the "Sewer Revenue Fund of the City of Chicago" previously established by the City pursuant to the Municipal Code and described in Section 4.2 of Part B of the Series 1998 Bond Ordinance.

"Sewer System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions and any and all further extensions, improvements and additions to the Sewer System.

"Sinking Fund Payment" means:

(a) as of any particular date of determination and with respect to the Outstanding Senior Lien Bonds of any series, the amount required by a Senior Lien Bond Ordinance to be paid in any event by the City on a single future date for the retirement of Senior Lien Bonds of such series which mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Senior Lien Bond; and

(b) as of any particular date of determination and with respect to the Outstanding Second Lien Bonds of any series, the amount required by this Indenture, with respect to the 1998 Second Lien Bonds, or the ordinance or trust indenture creating any series of Second Lien Parity Bonds, to be paid in any event by the City on a single future date for the retirement of such Second Lien Bonds which

mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Second Lien Bond.

"State" means the State of Illinois.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms of this Indenture.

"Trustee" means _____, as Trustee under this Indenture, and its successors and assigns.

"Undertaking" means the City's Continuing Disclosure Undertaking related to the 1998 Second Lien Bonds, as amended from time to time.

"Variable Rate Bonds" means any Second Lien Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof.

Section 1.2. Construction. This Indenture, except when the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) All words and terms importing the singular number shall where the context requires, import the plural number and vice versa.

(b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of 1998 Second Lien Bonds, for the purposes of this Indenture, shall be computed on the basis of the 1998 Second Lien Bonds Outstanding at the time the computation is made or is required to be made under this Indenture.

(d) Headings of sections in this Indenture are solely for convenience of reference and do not constitute a part of this Indenture and shall not affect the meaning, construction or effect of this Indenture.

(e) As used in this Indenture, with respect to any 1998 Second Lien Bond on which any interest is payable by appreciation in its principal amount, the term "principal" refers, as of any date, to a 1998 Second Lien Bond's Compound Accreted Value..

(f) Unless expressly indicated otherwise, references to Articles or Sections shall be construed as references to Articles or Sections of this Indenture as originally executed.

ARTICLE II.

THE 1998 SECOND LIEN BONDS

Section 2.1. Authorization of 1998 Second Lien Bonds; Purpose.

(a) No 1998 Second Lien Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The 1998 Second Lien Bonds are being issued in the aggregate principal amount of $_____.

(b) The 1998 Second Lien Bonds are authorized to be issued for the purposes of (i) providing funds to refund in advance of maturity [a portion of] the Series 1994 Bonds, (ii) paying Costs of Issuance including costs of acquiring a Debt Service Reserve Account Credit Instrument and (iii) providing for discount on the 1998 Second Lien Bonds.

Section 2.2. Source of Payment; Pledge of Second Lien Bond Revenues and Other Moneys. The 1998 Second Lien Bonds shall be legal, valid and binding limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the moneys and securities held by the Trustee under the provisions of this Indenture and, together with Second Lien Parity Bonds, from Second Lien Bond Revenues. The 1998 Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. To secure the payment of the principal of, redemption premium, if any, and interest on, the 1998 Second Lien Bonds, the City pledges, assigns and grants to the Trustee a lien on and security interest in all funds and accounts held by the Trustee under this Indenture, and, together with any Second Lien Parity Bonds, in the Second Lien Bond Revenues, subject to the provisions of this Indenture requiring or permitting the payment, setting apart or appropriation of such amounts or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Indenture. This pledge, assignment and grant of a lien and security interest shall be valid and binding from and after the date of issuance of any 1998 Second Lien Bonds under this Indenture without any further physical delivery or further act; and shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

Section 2.3. General Terms of 1998 Second Lien Bonds. The 1998 Second Lien Bonds shall be designated "City of Chicago Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998."

The Current Interest 1998 Second Lien Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

Year	Principal Amount	Interest Rate

Interest on the Current Interest 1998 Second Lien Bonds shall be payable on January 1 and July 1 of each year, commencing _____, 199__.

[Insert terms of any Capital Appreciation 1998 Second Lien Bonds]

Section 2.4. Conditions Precedent to Issuance and Delivery of the 1998 Second Lien Bonds. Upon the execution and delivery of this Indenture, 1998 Second Lien Bonds shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Initial Purchasers, but only following the receipt by the Trustee of:

(a) an executed original of the Determination Certificate authorizing the execution and delivery of this Indenture and the issuance and sale of the 1998 Second Lien Bonds;

(b) a Counsel's Opinion to the effect that (i) this Indenture has been duly and lawfully authorized by all necessary action on the part of the City, has been duly and lawfully executed by authorized officers of the City, is in full force and effect and is valid and binding upon the City and enforceable in accordance with its terms; (ii) this Indenture creates the valid pledge of Second Lien Bond Revenues and moneys and securities which it purports to create; and (iii) upon the execution, authentication and delivery of the 1998 Second Lien Bonds, the 1998 Second Lien Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State, the Series 1998 Bond Ordinance and this Indenture;

(c) a written authorization as to the authentication and delivery of the 1998 Second Lien Bonds, signed by the Chief Financial Officer; and

(d) a certificate signed by the Chief Financial Officer delivered pursuant to Section 4.3(d) of the Series 1998 Bond Ordinance specifying the amounts of Net Revenues Available for Bonds to be deposited by the City in the Second Lien Bonds Account and transferred to the 1998 Second Lien Bonds Revenue Fund on the Business Day preceding each January 1 and July 1, commencing on the Business Day preceding _____, 199__, which amounts shall be sufficient to pay the principal of and interest on the 1998 Second Lien Bonds coming due on each such January 1 and July 1.

Section 2.5. Application of Proceeds of 1998 Second Lien Bonds. The proceeds of the sale of the 1998 Second Lien Bonds shall be (i) deposited in the Escrow Account for the refunding of the Series 1994 Bonds as described in Section 3.1 of Part C of the Series 1998 Bond Ordinance and (ii) applied to pay Costs of Issuance as directed by the Chief Financial Officer. Any accrued interest received upon the sale of the 1998 Second Lien Bonds shall be deposited in the Principal and Interest Account and used to pay interest on the 1998 Second Lien Bonds on _____, 199__.

Section 2.6. Form, Payment and Dating of 1998 Second Lien Bonds; Authorized Denominations.

(a) The 1998 Second Lien Bonds and the certificate of authentication to be executed on the 1998 Second Lien Bonds by the Trustee shall be in substantially the form set forth in *Exhibit A* to this Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture, including those necessary to reflect the terms of any Capital Appreciation 1998 Second Lien Bonds.

(b) The 1998 Second Lien Bonds shall be issuable only as fully registered 1998 Second Lien Bonds in Authorized Denominations. 1998 Second Lien Bonds shall be numbered from one consecutively upwards and shall contain an appropriate prefix to such numbers to identify such 1998 Second Lien Bonds.

(c) The principal (including the Compound Accreted Value at Maturity for Capital Appreciation 1998 Second Lien Bonds) or redemption price of each 1998 Second Lien Bond shall be payable upon surrender of such 1998 Second Lien Bond at the Principal Office of the Trustee. Payments of principal or redemption price of the 1998 Second Lien Bonds shall be payable in clearinghouse funds except as provided in paragraph (d)(iv) below and in Section 2.13 hereof. Such payments shall be made to the Owner of the 1998 Second Lien Bond so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each Current Interest 1998 Second Lien Bond shall bear interest, be payable as to interest and be dated as follows:

(i) Each 1998 Second Lien Bond shall bear interest (at the applicable rate set forth in Section 2.3 of this Indenture) from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. The 1998 Second Lien Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the 1998 Second Lien Bonds shall be dated as of such Interest Payment Date, or unless such 1998 Second Lien Bonds are authenticated prior to the first Interest Payment Date, in which event the 1998 Second Lien Bonds shall be dated as of _____ 1, 199__.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any such 1998 Second Lien Bond on any Interest Payment Date shall be paid to the Owner of such 1998 Second Lien Bond as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a 360-day year of twelve 30-day months.

(iii) If the available funds under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to such 1998 Second Lien Bonds. If sufficient funds for the payment of such overdue interest shall thereafter become available, the Trustee immediately shall establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Bondholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each such Bondholder at least 10 days prior to the special record date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to such Bondholders as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on the 1998 Second Lien Bonds shall be paid to the persons entitled to such payments pursuant to Section 2.6(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (A) upon request of any Owner of such 1998 Second Lien Bonds in the principal amount of $1,000,000 or more, by federal funds wire on the Interest Payment Date to any address in the continental United States, if such Owner provides the Trustee with written notice of such wire transfer address at least 15 days prior to the applicable Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless or until changed or revoked by subsequent notice), or (B) if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled to such payment at such

address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(e) Capital Appreciation 1998 Second Lien Bonds shall bear interest payable solely by an appreciation in their principal amount, from their date, compounded on each January 1 and July 1, commencing _____, 199_, as provided in Section 2.3.

Section 2.7. Execution of 1998 Second Lien Bonds. Each of the 1998 Second Lien Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each 1998 Second Lien Bond. The 1998 Second Lien Bonds bearing the manual or facsimile signatures of individuals who were at the time of the execution of this Indenture the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such 1998 Second Lien Bonds or shall not have held such offices at the dated date of such 1998 Second Lien Bonds.

Section 2.8. Delivery and Registration. No 1998 Second Lien Bond shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such 1998 Second Lien Bond a certificate of authentication substantially in the form provided in *Exhibit A* to this Indenture, executed by the Trustee by manual signature, and such certificate upon any such 1998 Second Lien Bond shall be conclusive evidence that such 1998 Second Lien Bond has been duly authenticated, registered and delivered.

Section 2.9. Lost, Destroyed, Improperly Canceled or Undelivered 1998 Second Lien Bonds. If any 1998 Second Lien Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly canceled, the Trustee may authenticate a new 1998 Second Lien Bond of the same date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated 1998 Second Lien Bond, such mutilated 1998 Second Lien Bond shall first be surrendered to the Trustee and (b) in the case of any lost 1998 Second Lien Bond or 1998 Second Lien Bond destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the City and the Trustee, satisfactory to each of them. If any lost, destroyed or improperly canceled 1998 Second Lien Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate 1998 Second Lien Bond, the Trustee shall pay the same without surrender of such 1998 Second Lien Bond if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnification of the City and the Trustee, satisfactory to each of them. Upon the issuance of any substitute 1998 Second Lien Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such issuance. The Trustee may charge the Bondholder reasonable fees and expenses in connection with any transaction described in this Section 2.9, except for improper cancellation by the Trustee.

All 1998 Second Lien Bonds shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly canceled 1998 Second Lien Bonds, notwithstanding any law or statute now existing or enacted after the date of this Indenture.

Section 2.10. Transfer, Registration and Exchange of 1998 Second Lien Bonds. The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of 1998 Second Lien Bonds, which at all reasonable times shall be open for inspection by the City.

The transfer of any 1998 Second Lien Bond shall be registered upon the books of the Trustee at the written request of the Bondholder or its attorney duly authorized in writing, upon surrender of such 1998 Second Lien Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Bondholder or its attorney duly authorized in writing.

The City and the Trustee may deem and treat the Bondholder as the absolute owner of such 1998 Second Lien Bond, whether such 1998 Second Lien Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the redemption price of, such 1998 Second Lien Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such Bondholder shall be valid and effectual to satisfy and discharge the liability upon such 1998 Second Lien Bond to the extent of the sum or sums so paid.

Any 1998 Second Lien Bond, upon surrender of such 1998 Second Lien Bond at the Principal Office of the Trustee may, at the option of the Bondholder, be exchanged for an equal aggregate principal amount of 1998 Second Lien Bond or 1998 Second Lien Bonds of any Authorized Denomination of the same interest rate and maturity as the 1998 Second Lien Bond being surrendered.

In all cases in which the privilege of exchanging 1998 Second Lien Bonds or registering the transfer of 1998 Second Lien Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver 1998 Second Lien Bonds in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of 1998 Second Lien Bonds, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. The Trustee shall not be obligated to make any such exchange or registration of transfer of such 1998 Second Lien Bonds during the 10 days next preceding the date of the mailing of notice of any redemption of such 1998 Second Lien Bonds nor shall the Trustee be required to make any exchange or registration of transfer of any such 1998 Second Lien Bonds called for redemption.

Section 2.11. Temporary 1998 Second Lien Bonds. Pending the preparation of definitive 1998 Second Lien Bonds, the City may execute and the Trustee shall authenticate and deliver temporary 1998 Second Lien Bonds. Temporary 1998 Second Lien Bonds may be issuable as 1998 Second Lien Bonds of any Authorized Denomination and substantially in the form of the definitive 1998 Second Lien Bonds but with omissions, insertions and variations as may be appropriate for temporary 1998 Second Lien Bonds, all as may be approved by the City, as evidenced by the execution and delivery of such 1998 Second Lien Bonds. Temporary 1998 Second Lien Bonds may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary 1998 Second Lien Bond shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive 1998 Second Lien Bonds. As promptly as practicable the City shall execute and shall furnish definitive 1998 Second Lien Bonds and thereupon temporary 1998 Second Lien Bonds may be surrendered in exchange therefor without charge at the Principal Office of

the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary 1998 Second Lien Bonds the same aggregate principal amount of definitive 1998 Second Lien Bonds of Authorized Denominations. Until so exchanged the temporary 1998 Second Lien Bonds shall be entitled to the same benefits under this Indenture as definitive 1998 Second Lien Bonds.

Section 2.12. Cancellation of 1998 Second Lien Bonds. All 1998 Second Lien Bonds which shall have been surrendered to the Trustee for payment or redemption, and all 1998 Second Lien Bonds which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be cancelled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City a certificate evidencing any such cancellation and specifying such 1998 Second Lien Bonds by number.

Section 2.13. Book-Entry Provisions.

(a) Except as provided in paragraph (c) below, the Owner of all of the 1998 Second Lien Bonds shall be DTC, and the 1998 Second Lien Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any 1998 Second Lien Bond registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the 1998 Second Lien Bonds at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee and the City may treat DTC (or its nominee) as the sole and exclusive Owner of such 1998 Second Lien Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such 1998 Second Lien Bonds, selecting such 1998 Second Lien Bonds or portions of such 1998 Second Lien Bonds to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of such 1998 Second Lien Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Except as otherwise provided in paragraph (c) below, no Beneficial Owner shall receive an authenticated 1998 Second Lien Bond certificate. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of 1998 Second Lien Bonds, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) If the Owner of all the 1998 Second Lien Bonds shall be DTC and the City determines to discontinue DTC's book-entry system, the City may notify DTC and the Trustee, whereupon DTC will notify its participating organizations (the *"Participants"*) of the availability through DTC of certificated 1998 Second Lien Bonds. In such event, the Trustee shall issue, transfer and exchange such 1998 Second Lien Bond certificates as requested by DTC in appropriate amounts in accordance with the provisions of this Indenture. DTC may determine to discontinue providing its services with respect to all, but not less than all, of the 1998 Second Lien Bonds at any time by giving written notice to the City and the Trustee and discharging its responsibilities with respect to this Indenture under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery 1998 Second Lien Bond certificates as described in this Indenture. Whenever DTC requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with DTC in taking appropriate action after reasonable notice (i) to make

available one or more separate certificates evidencing the 1998 Second Lien Bonds to any Participant having 1998 Second Lien Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing such 1998 Second Lien Bonds.

(d) So long as any 1998 Second Lien Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on such 1998 Second Lien Bond and all notices with respect to such 1998 Second Lien Bond shall be made and given, respectively, to DTC or its nominee as provided in the City's representation letter to DTC.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Bondholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such notice to DTC or its nominee shall be given only when DTC is the sole Bondholder.

(f) Neither the City nor the Trustee shall have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the 1998 Second Lien Bonds; (iii) the delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Bondholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the 1998 Second Lien Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

(g) So long as Cede & Co. is the registered owner of the 1998 Second Lien Bonds, as nominee of DTC, references in this Indenture to the Bondholders of the 1998 Second Lien Bonds or Owners of the 1998 Second Lien Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 1998 Second Lien Bonds.

(h) So long as DTC is the registered owner of the 1998 Second Lien Bonds:

(i) selection of 1998 Second Lien Bonds to be redeemed upon partial redemption and presentation of 1998 Second Lien Bonds to the Trustee upon partial redemption, shall be deemed made when the right to exercise ownership rights in such 1998 Second Lien Bonds through DTC or DTC's Participants is transferred by DTC on its books; and

(ii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Bondholders under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the 1998 Second Lien Bonds through DTC or its Participants.

ARTICLE III.

[RESERVED]

ARTICLE IV.

REDEMPTION OF BONDS BY CITY

Section 4.1. Redemption of 1998 Second Lien Bonds Prior to Maturity. The 1998 Second Lien Bonds shall be subject to redemption prior to maturity as provided in this Section 4.1. Except as otherwise provided in this Indenture, if fewer than all the 1998 Second Lien Bonds are to be redeemed, the particular 1998 Second Lien Bonds to be called for redemption shall be selected by the Trustee by lot from numbers assigned to each $5,000 of principal of such 1998 Second Lien Bonds in a manner which the Trustee determines to be fair.

(a) *Optional Redemption.* The 1998 Second Lien Bonds maturing after January 1, _____, are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, _____, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the respective redemption prices (expressed as percentages of the principal amount of such 1998 Second Lien Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

REDEMPTION PERIOD (both dates inclusive) (expressed as a percentage)	REDEMPTION PRICE
January 1, _____ through December 31, _____	
January 1, _____ through December 31, _____	
January 1, _____ and thereafter	

(b) *Mandatory Sinking Fund Redemption.* The 1998 Second Lien Bonds maturing on January 1, _____, are subject to mandatory redemption, in part by lot from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

YEAR	PRINCIPAL AMOUNT

The 1998 Second Lien Bonds maturing on January 1, _____, are subject to mandatory redemption, in part by lot from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

YEAR PRINCIPAL AMOUNT

If the City redeems 1998 Second Lien Bonds maturing on January 1, _____ or _____ pursuant to optional redemption or purchases such 1998 Second Lien Bonds and cancels the same, then an amount equal to the principal amount of 1998 Second Lien Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such 1998 Second Lien Bonds of such maturity in such order as the Chief Financial Officer shall determine.

Section 4.2. Procedure for Redemption

(a) In order to exercise its option to redeem the 1998 Second Lien Bonds prior to maturity pursuant to Section 4.1(a) of this Indenture, the City shall notify the Trustee no later than 45 days prior to the designated redemption date.

(b) Notice of redemption shall be given by the Trustee by mail, not fewer than 30 days nor more than 60 days prior to the date fixed for redemption, to the Owner of each 1998 Second Lien Bond to be redeemed at the address shown on the registration books of the City kept by the Trustee. Each such redemption notice shall specify (i) the 1998 Second Lien Bonds to be redeemed by CUSIP number, (ii) the redemption date; (iii) the place where amounts due upon such redemption will be payable (which shall be the Principal Office of the Trustee); (iv) if fewer than all of such 1998 Second Lien Bonds are to be redeemed, specify the specific 1998 Second Lien Bonds to be redeemed, identified by number, and the principal amounts of such 1998 Second Lien Bonds to be redeemed; and (v) that on the redemption date, such 1998 Second Lien Bonds shall cease to bear interest. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee.

Failure to duly give notice of redemption by mail to any particular Bondholder, or any defect in such notice, shall not affect the validity of any proceedings for the redemption of 1998 Second Lien Bonds for which notice has properly been given.

(c) With respect to any optional redemption of any 1998 Second Lien Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the 1998 Senior Lien Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such 1998 Second Lien Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such 1998 Second Lien Bonds will not be redeemed.

(d) When 1998 Second Lien Bonds are called for partial redemption as provided in Section 4.1 of this Indenture, the specific 1998 Second Lien Bonds to be redeemed shall be selected by the Trustee in Authorized Denominations.

If it is determined that one or more, but not all, of the units of Authorized Denominations represented by any 1998 Second Lien Bond is to be called for redemption, then, upon notice of intention

to redeem such unit or units, the Bondholder immediately shall surrender such 1998 Second Lien Bond to the Trustee for (i) payment to such Bondholder of such unit of the redemption price of such 1998 Second Lien Bond called for redemption and (ii) delivery to such Bondholder of a new 1998 Second Lien Bond or 1998 Second Lien Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such 1998 Second Lien Bond, without charge therefor.

If the Owner of any such 1998 Second Lien Bond of a denomination greater than the amount called for partial redemption shall fail to present such 1998 Second Lien Bond to the Trustee for payment and exchange as provided above, such 1998 Second Lien Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

(e) Any 1998 Second Lien Bonds, or portions of such 1998 Second Lien Bonds, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such 1998 Second Lien Bonds are held by the Trustee for the benefit of the Bondholders.

ARTICLE V.

REVENUES AND FUNDS

Section 5.1. Source of Payment of 1998 Second Lien Bonds. The 1998 Second Lien Bonds are not general obligations of the City but are limited obligations as described in Section 2.2 hereof and as provided herein.

Section 5.2. The 1998 Second Lien Bonds Revenue Fund.

(a) There is by this Indenture created by the City and established with the Trustee a separate and segregated trust fund to be designated "City of Chicago Second Lien Wastewater Transmission Revenue Bonds Series 1998 Revenue Fund" (the "*1998 Second Lien Bonds Revenue Fund*").

(b) The amounts on deposit in the accounts in the 1998 Second Lien Bonds Revenue Fund created by this Indenture shall be held by the Trustee for the sole and exclusive benefit of the 1998 Second Lien Bonds. Any moneys and securities held in the 1998 Second Lien Bonds Revenue Fund or any account created pursuant to this Article shall be held in trust by the Trustee, as provided in this Indenture, and shall be applied, used and withdrawn only for the purposes authorized in this Indenture. The City will cause all moneys and securities held in the funds and accounts created by the Senior Lien Bond Ordinances to be applied, used and withdrawn solely for the purposes authorized in those ordinances.

Section 5.3. Deposit of 1998 Second Lien Bond Revenues. On the Business Day immediately preceding each January 1 and July 1, the Chief Financial Officer shall withdraw from the 1998 Second Lien Bonds Subaccount of the Second Lien Bonds Account, and transfer to the Trustee for deposit into the 1998 Second Lien Bonds Revenue Fund, the amounts required (i) to be on deposit in the Principal and Interest Account as specified in the certificate delivered pursuant to Section 2.4(d) hereof and (ii) to satisfy any deficiency in the Debt Service Reserve Account as provided in Section 5.4(a)(ii)

hereof. Upon receipt of such amounts, the Trustee shall deposit the same in the accounts of the 1998 Second Lien Bonds Revenue Fund. The Trustee shall be accountable only for moneys actually so received. Such certificate of the Chief Financial Officer, or any subsequent or supplemental certificate, shall be revised or supplemented from time to time whenever necessary to reflect changes in the deposit requirements relating to the 1998 Second Lien Bonds Revenue Fund as a result of the prepayment or redemption of 1998 Second Lien Bonds.

Section 5.4. Creation of Accounts in the 1998 Second Lien Bonds Revenue Fund.

(a) *Creation of Debt Service Reserve Account.* (i) By this Indenture, the City creates and orders established with the Trustee a separate and segregated account within the 1998 Second Lien Bonds Revenue Fund, such account to be designated the "1998 Second Lien Bonds Debt Service Reserve Account" (the "*Debt Service Reserve Account*"). The City shall maintain the Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement. The Debt Service Reserve Requirement may be satisfied with (i) one or more Debt Service Reserve Account Credit Instruments, (ii) Permitted Investments or (iii) a combination thereof. Any Permitted Investments on deposit in the Debt Service Reserve Account shall be valued at fair market value (determined in accordance with generally accepted accounting principles applicable to governmental units) on or about December 31 in each year.

(ii) At the time of the delivery of the 1998 Second Lien Bonds, the Surety Bond, which constitutes a Debt Service Reserve Account Credit Instrument, shall be deposited to the credit of the Debt Service Reserve Account, to establish a balance in that Account at least equal to the Debt Service Reserve Requirement. Whenever the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement, except as permitted pursuant to subparagraph (iii) below, the City shall transfer to the Debt Service Reserve Account within the next 12 months sufficient funds from Second Lien Bond Revenues to maintain a balance in the Debt Service Reserve Account at least equal to the Debt Service Reserve Requirement for the 1998 Second Lien Bonds.

Funds in the Debt Service Reserve Account and any Debt Service Reserve Account Credit Instrument in that Account shall be held by the Trustee for the sole and exclusive benefit of the Series 1998 Bonds and shall be used to pay principal of, redemption premium, if any, and interest on the 1998 Second Lien Bonds as the same become due at any time when there are insufficient funds available for such purpose in the Principal and Interest Account. Any Debt Service Reserve Account Credit Instrument to be acquired by the City with respect to the 1998 Second Lien Bonds at all times shall secure only the 1998 Second Lien Bonds and shall not be used in any manner to satisfy the Debt Service Reserve Requirement for any Second Lien Parity Bonds nor shall it be used to pay principal of, redemption premium, if any, or interest on any Second Lien Parity Bonds. Any Debt Service Reserve Account Credit Instrument shall not terminate prior to the date of the last maturity of any of the 1998 Second Lien Bonds.

(iii) Any amounts in the Debt Service Reserve Account which are not required to be transferred to the Principal and Interest Account may, from time to time, be used to pay costs of acquiring a Debt Service Reserve Account Credit Instrument for the Debt Service Reserve Account or to make payments due under a reimbursement agreement with the provider of a Debt Service Reserve Account Credit Instrument, but only if after such payment, the value of the Debt Service Reserve Account shall not be less than the Debt Service Reserve

Requirement for the 1998 Second Lien Bonds. The City pledges and grants a lien on and security interest in the amounts on deposit in the Debt Service Reserve Account to any provider of a Debt Service Reserve Account Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the Owners of the 1998 Second Lien Bonds.

(iv) If at any time the Debt Service Reserve Account holds both a Debt Service Reserve Account Credit Instrument and Permitted Investments, the Permitted Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Indenture prior to any draw being made on the Debt Service Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Debt Service Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a *pro rata* basis to the extent of available funds.

(b) *Creation of Principal and Interest Account.* By this Indenture, the City creates and orders established with the Trustee a separate and segregated account within the 1998 Second Lien Bonds Revenue Fund, such account to be designated the "Series 1998 Second Lien Bond Principal and Interest Account" (the "*Principal and Interest Account*"). Moneys on deposit in the Principal and Interest Account shall be held by the Trustee for the sole and exclusive benefit of the 1998 Second Lien Bonds and shall be used for the purpose of paying the principal of, redemption premium, if any, and interest on such 1998 Second Lien Bonds as it becomes due.

Section 5.5. Investment of Moneys. Pending the use of moneys held in an account of the 1998 Second Lien Bonds Revenue Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Chief Financial Officer. Any realized income from such investments shall be credited to the 1998 Second Lien Bonds Revenue Fund.

Section 5.6. 1998 Second Lien Bonds Not Presented for Payment.

(a) If any 1998 Second Lien Bonds shall not be presented for payment when the principal of such 1998 Second Lien Bonds becomes due, either at maturity or at the date fixed for redemption of such 1998 Second Lien Bonds under this Indenture or otherwise, if moneys sufficient to pay such 1998 Second Lien Bonds are held by the Trustee for the benefit of the Owners of such 1998 Second Lien Bonds, the Trustee shall segregate and hold such moneys in a trust account separate and apart from the other funds and accounts held under this Indenture, without liability for interest on such moneys, for the benefit of such Bondholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature under this Indenture.

(b) Any moneys which the Trustee shall segregate and hold in trust for the payment of the principal of, redemption premium, if any, or interest on any 1998 Second Lien Bond and which shall remain unclaimed for two years after such principal or redemption premium or interest has become due and payable shall, upon the City's written request to the Trustee, be paid to the City. After the payment of such unclaimed moneys to the City, the Owner of such 1998 Second Lien Bond shall thereafter look only to the City for the payment of such 1998 Second Lien Bonds, unless an abandoned property law designates another person, and all liability of the Trustee with respect to such moneys shall thereupon cease.

ARTICLE VI.

GENERAL COVENANTS OF CITY

Section 6.1. Equality of 1998 Second Lien Bonds. Each 1998 Second Lien Bond authorized under this Indenture shall be on a parity and rank equally without preference, priority or distinction over any other 1998 Second Lien Bond as to security, and the provisions, covenants and agreements set forth in this Indenture to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all 1998 Second Lien Bonds. The City covenants that it will not issue any obligations with a claim for payment or secured by the Second Lien Bond Revenues or, except as otherwise provided in Section 6.5 of this Indenture, any other moneys pledged under this Indenture having priority over or, except for Second Lien Parity Bonds, being on a parity with the 1998 Second Lien Bonds.

Section 6.2. Punctual Payment. The City covenants that it will duly and punctually pay or cause to be paid the principal of, redemption premium, if any, and interest on, all 1998 Second Lien Bonds in strict conformity with the terms of such 1998 Second Lien Bonds and of this Indenture, and that it will faithfully observe and perform all the conditions, covenants and requirements of the Series 1998 Bond Ordinance, this Indenture, and of the 1998 Second Lien Bonds issued or incurred under them.

Section 6.3. Maintenance and Continued Operation of Sewer System. The City will maintain the Sewer System in good repair and working order, will continuously operate it on a Fiscal Year basis, and will punctually perform all duties with respect to the Sewer System required by the Constitution and laws of the State.

So long as the 1998 Second Lien Bonds are Outstanding, the City will continue to operate the Sewer System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this Indenture.

Section 6.4. Rate Covenant. The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Sewer System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and applicable redemption premium and interest on all Senior Lien Bonds and all Second Lien Bonds then Outstanding from time to time, to establish and maintain the Bond Principal and Interest Account and the Bond Debt Service Reserve Account as may be covenanted in the Senior Lien Bond Ordinances and to establish and maintain the Principal and Interest Account and the Debt Service Reserve Account as required by this Indenture, which Net Revenues Available for Bonds shall each Fiscal Year at least equal 100 percent of the sum of (i) the amount required to pay promptly when due the Aggregate Senior Lien Debt Service for the Fiscal Year on all Senior Lien Bonds then Outstanding and (ii) the amount required to pay promptly when due the Aggregate Second Lien Debt Service for the Fiscal Year on all Second Lien Bonds then Outstanding. These fees, charges and rates shall not be reduced while any 1998 Second Lien Bonds are Outstanding below the level necessary to ensure compliance with the covenants of this Section 6.4.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall prepare or cause to be prepared a rate study for the Sewer System identifying the rate changes

necessary to comply with the rate covenant and the Office of the Budget and Management of the City and the Chief Financial Officer shall recommend appropriate action to the City Council to comply with this rate covenant.

Section 6.5. Issuance of Second Lien Parity Bonds. (a) As long as there are any Outstanding 1998 Second Lien Bonds, the City may issue Second Lien Parity Bonds for any lawful purpose of the Sewer System, including to refund Outstanding Senior Lien Bonds, Second Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Second Lien Bonds, upon compliance with the following conditions:

(i) the funds required to be transferred to the Principal and Interest Account and the Debt Service Reserve Account shall have been transferred in full up to the date of delivery of such Second Lien Parity Bonds; and

(ii) Net Revenues Available for Bonds for the last completed Fiscal Year prior to the issuance of the Second Lien Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues Available for Bonds for such last completed Fiscal Year, adjusted as described below, shall equal at least 100 percent of the sum of (A) the maximum Aggregate Senior Lien Debt Service for any Fiscal Year following the issuance of the proposed Second Lien Parity Bonds and (B) the maximum Aggregate Second Lien Debt Service for any Fiscal Year following the issuance of the proposed Second Lien Parity Bonds, computed on a *pro forma* basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery. Net Revenues Available for Bonds may be adjusted as follows for purposes of this paragraph (ii):

(1) if prior to the issuance of such Second Lien Parity Bonds, the City shall have enacted an increase in the rates of the Sewer System from the rates in effect for such last completed Fiscal Year, Net Revenues Available for Bonds may be adjusted to reflect the Net Revenues Available for Bonds for such last completed Fiscal Year as they would have been had the increased rates been in effect during all of that last completed Fiscal Year; and

(2) any such adjustment shall be evidenced by a certificate of the Chief Financial Officer.

For purposes of calculating the adjustment described in this paragraph (ii), any rate increase enacted by the City and scheduled to take effect in a future Fiscal Year may be reflected in Net Revenues Available for Bonds for purposes of calculating debt service coverage for that and each succeeding Fiscal Year.

If during the first six months of a Fiscal Year, an audit of the Sewer System for the preceding Fiscal Year by an independent certified public accountant is not available, the conditions of paragraph (ii) shall be deemed to have been satisfied if both (A) Net Revenues Available for Bonds for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in this paragraph (ii), and (B) Net Revenues Available for Bonds for the preceding Fiscal Year (as estimated by the Chief Financial Officer), adjusted as described in this paragraph (ii), shall equal at least 100 percent of the sum of (A) the maximum Aggregate Senior Lien Debt Service for any Fiscal Year following the

issuance of the proposed Second Lien Parity Bonds and (B) the maximum Aggregate Second Lien Debt Service for any Fiscal Year following the issuance of the proposed Second Lien Parity Bonds, computed on a *pro forma* basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery.

(b) The City may issue Second Lien Parity Bonds without complying with either the requirements of paragraph (a)(ii) of this Section 6.5:

(i) to pay, redeem or refund Senior Lien Bonds or Second Lien Bonds if in the judgment of the City there will be no money available to make payments of interest on or principal of those Senior Lien Bonds or Second Lien Bonds (at maturity or on Sinking Fund Payments dates) as such amounts become due; and

(ii) to pay, redeem or refund any Senior Lien Bonds or Second Lien Bonds if the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service after the issuance of the Second Lien Parity Bonds and the payment, redemption or refunding of such Senior Lien Bonds or Second Lien Bonds will not be in excess of the sum of the Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service prior to the issuance of the Second Lien Parity Bonds in each Fiscal Year in which there was to be any Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service on those prior Outstanding Senior Lien Bonds or Second Lien Bonds.

(c) Other obligations, including bonds, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Second Lien Bonds.

Section 6.6. Against Pledge of Second Lien Bond Revenues. The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 2.2 of this Indenture, other than Second Lien Parity Bonds, and shall not create or cause to be created any lien or charge on Net Revenues Available for Bonds, or on any amounts pledged for the benefit of Owners of 1998 Second Lien Bonds under this Indenture, other than the pledge contained in Section 2.2 of this Indenture, provided that neither this Section nor any other provision of this Indenture shall prevent the City from (a) issuing Senior Lien Bonds, (b) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Net Revenues Available for Bonds to be derived on and after such date as the pledge contained in Section 2.2 of this Indenture shall be discharged and satisfied as provided in Section 9.1, or (c) from issuing bonds, notes or other evidences of indebtedness which are payable out of, or secured by, the pledge of amounts which may be withdrawn from or secured by, the pledge of amounts which may be withdrawn from the Second Lien Bond Account so long as such pledge is expressly junior and subordinate to the pledge contained in Section 2.2 of this Indenture.

Section 6.7. Repairs, Replacements, Additions, Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Sewer System so that the Sewer System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Sewer System shall be at all times fully maintained.

Section 6.8. Control and Operation of Sewer System. The City will establish such rules and regulations for the control and operation of the Sewer System as are necessary for the safe, lawful, efficient and economical operation of the Sewer System.

Section 6.9. Indenture to Constitute Contract. In consideration of the purchase and acceptance of the 1998 Second Lien Bonds by the Owners from time to time of such 1998 Second Lien Bonds, the provisions of this Indenture shall constitute a contract among the City, the Trustee and the Owners from time to time of the 1998 Second Lien Bonds.

Section 6.10. Performance of Covenants; Authority. The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in the Series 1998 Bond Ordinance, this Indenture, in any and every 1998 Second Lien Bond executed, authenticated and delivered under this Indenture, and in all proceedings pertaining to this Indenture.

Section 6.11. Arbitrage and Tax Exemption Covenants.

(a) The City will not direct or permit any action which (or fail to take any action the failure of which) would cause any 1998 Second Lien Bond to be an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations under that Code as promulgated and as amended from time to time and as applicable to the 1998 Second Lien Bonds.

(b) The covenants and agreements of the City set forth in this Section 6.11 shall apply as long as any of the 1998 Second Lien Bonds continue to bear interest (whether or not they are Outstanding Bonds within the meaning of this Indenture) and shall also apply after the 1998 Second Lien Bonds cease to bear interest but only within such subsequent period as shall be required for the City to comply with the covenants of this Section 6.11.

(c) The City (i) will take all actions that are necessary to be taken (and avoid taking any action that it is necessary to avoid being taken) so that interest on the 1998 Second Lien Bonds will not be or become subject to federal income taxation under present law, and (ii) will take all actions reasonably within its power to take actions that are necessary to be taken (and avoid taking any actions that are reasonably within its power to avoid taking and that it is necessary to avoid) so that interest on the 1998 Second Lien Bonds will not be or become includible in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(d) The City will, without limitation, (i) to the extent required by the Code, restrict the yield on investments of amounts received upon the sale of the 1998 Second Lien Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts that may be received as interest or other investment earnings on accounts of the Sewer Revenue Fund, all as shall be necessary to comply with this Section. The City shall also make or cause to be made identifiable investments of amounts allocable to the 1998 Second Lien Bonds as shall be necessary or appropriate to be able to ascertain the amounts that may be required so to be rebated to the United States of America. The City shall from time to time determine the amounts in accounts of the Sewer Revenue Fund that shall be subject so to be rebated and those amounts from time to time shall be held by the City in a rebate account for the 1998 Second Lien Bonds and shall be rebated to the United States of America in the amounts and at the times as required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Sewer Revenue Fund and its accounts and accounts and

sub-accounts established by this Indenture may be applied, and, for purposes of computing the balance in the Sewer Revenue Fund and such various accounts shall be disregarded.

(e) The City will not take any of the following actions without in each such event obtaining the Opinion of Bond Counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Indenture and will not make compliance with those covenants impossible: (i) defease any 1998 Second Lien Bonds; (ii) sell, lease or otherwise dispose of any material portion of the Sewer System; (iii) enter into or amend any short-term or long-term contract for sewer service by the City other than pursuant to general rates charged to the general public; or (iv) enter into or amend any contract or arrangement for persons other than its employees to manage the Sewer System.

(f) The provisions of this Section 6.11 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any 1998 Second Lien Bonds other than with proceeds or other amounts available under this Indenture.

Section 6.12. Registered Owner Remedy. Any Owner of a 1998 Second Lien Bond may proceed by civil action to compel performance of all duties required by this Indenture, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of Gross Revenues as provided by this Indenture.

ARTICLE VII.

APPOINTMENT AND DUTIES OF TRUSTEE

Section 7.1. Appointment of Trustee The City appoints _____, Chicago, Illinois, as Trustee, for the purposes and upon the express terms and conditions set forth in this Indenture. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City by its delivery and the Bondholders by their acceptance of delivery of any of the 1998 Second Lien Bonds agree to the terms set forth in this Indenture.

Section 7.2. No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the 1998 Second Lien Bonds, except for the Trustee's authentication upon the 1998 Second Lien Bonds, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of this Indenture. Nothing contained in this Section 7.2 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

Section 7.3. Limitations on Liability. The Trustee may execute any of the trusts or powers of this Indenture and perform the duties required under this Indenture by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty under this Indenture, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. The Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created by this Indenture, except only for its own negligence or bad faith. The

Trustee shall not be accountable for the use or application of the proceeds of any of the 1998 Second Lien Bonds issued under this Indenture.

Section 7.4. Compensation, Expenses and Advances. The Trustee shall be entitled to reasonable compensation for its services rendered under this Indenture (not limited by any provision of law in regard to the compensation of the Trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of its agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default under this Indenture.

Section 7.5. Good Faith Reliance. The Trustee in the absence of bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements; provided that the Trustee shall not be so protected if the Trustee has actual knowledge with respect to such matters to the contrary.

The Trustee shall not be bound to recognize any person as an Owner of 1998 Second Lien Bonds or to take any action at the request of such person unless satisfactory evidence of the ownership of such 1998 Second Lien Bond shall be furnished to the Trustee.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by its Chief Financial Officer. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by the Chief Financial Officer.

Section 7.6. Dealings in 1998 Second Lien Bonds and with City. The Trustee may buy, sell, own, hold and deal in any of the 1998 Second Lien Bonds issued under this Indenture for its own account or that of any other person, and may join in any action which any Bondholder may be entitled to take with like effect as if it did not act in any capacity under this Indenture. The Trustee, either as principal or agent, also may engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Bondholders secured by this Indenture or other obligations of the City as freely as if it did not act in any capacity under this Indenture.

Section 7.7. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and filing the same with the City, not fewer than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not fewer than 21 days prior to such resignation date, to the Owners of Outstanding 1998 Second Lien Bonds. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee set forth as in this Indenture. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of such notice, then the Trustee shall be

authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 7.11 of this Indenture.

Section 7.8. Removal of Trustee. The Trustee may be removed by the City at any time by filing with the Trustee an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective 30 days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided that no such removal shall be effective until the successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture.

Section 7.9. Appointment of Successor Trustee. If at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall immediately and *ipso facto* exist in the office of the Trustee and a successor may be appointed, and if the Trustee shall resign, then a successor may be appointed by the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee and the successor Trustee, and shall cause Notice by Mail to be given to all Bondholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment.

Section 7.10. Qualifications of Successor Trustee. Every successor Trustee shall be a commercial bank with trust powers or a trust company (a) duly organized under the laws of the United States or any state or territory of the United States, (b) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State and (c) capable of meeting its obligations under this Indenture.

Section 7.11. Judicial Appointment of Successor Trustee. If the Trustee resigns and no appointment of a successor Trustee is made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may immediately apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 7.10 of this Indenture.

Section 7.12. Acceptance of Trusts by Successor Trustee. In order to evidence the acceptance of the position of Trustee under this Indenture, any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust under this Indenture, with like effect as if originally named Trustee in this Indenture. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts under this Indenture of such predecessor Trustee and, subject to the provisions of Section 7.4 of this Indenture, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it under this Indenture.

Section 7.13. Successor by Merger or Consolidation. Any corporation into which any Trustee under this Indenture may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee under this Indenture shall

be a party, or any company to which all or substantially all of the corporate trust business of the Trustee may be sold or transferred, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties to this Indenture, anything in this Indenture to the contrary notwithstanding.

Section 7.14. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person would use and exercise under the circumstances in the conduct of his or her own affairs; provided that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts created by this Indenture, or to institute, appear in or defend any suit or other proceeding in connection with such execution or enforcement, unless requested in writing so to do by Bondholders of at least a majority in aggregate principal amount of the 1998 Second Lien Bonds then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee.

Except as otherwise provided in this Indenture, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. Nothing in this Section 7.14 shall permit the Trustee to delay the exercise of any mandatory power or direction under this Indenture.

Section 7.15. Duties of the Trustee. The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Chief Financial Officer as shall be reasonably requested by the Chief Financial Officer.

ARTICLE VIII.

AMENDMENTS TO THIS INDENTURE

Section 8.1. Limitations on Amendments to this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the 1998 Second Lien Bonds except as provided in and in accordance with and subject to the provisions of this Article VIII.

Section 8.2. Amendments Without Bondholder Consent.

(a) The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the issuance of Second Lien Party Bonds or other evidences of indebtedness;

(iii) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as to heretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iv) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture;

(v) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;

(vi) to authorize a different denomination or denominations of the 1998 Second Lien Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of 1998 Second Lien Bonds of different denominations, redemptions of portions of 1998 Second Lien Bonds of particular denominations and similar amendments and modifications of a technical nature;

(vii) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(viii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clause (i), (ii) or (iii) of Section 8.3(a) of this Indenture and which, in the judgment of the Trustee (which may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and the Trustee shall amend this Indenture pursuant to this Section 8.2, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms of this Indenture, will, upon the adoption of this Indenture, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any 1998 Second Lien Bonds from the gross income of the owners of 1998 Second Lien Bonds for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

Section 8.3. Amendments with Bondholder Consent.

(a) Except for any amendment adopted pursuant to Section 8.2 of this Indenture, subject to the terms and provisions contained in this Section and not otherwise, the City and the Trustee may, from time to time, and with the consent of Bondholders of not less than 60 percent in aggregate principal amount of the 1998 Second Lien Bonds then Outstanding (excluding therefrom any 1998

Second Lien Bonds then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided that, unless approved in writing by the Owners of all the 1998 Second Lien Bonds then Outstanding, nothing in this Indenture shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding 1998 Second Lien Bond, or a reduction in the principal amount or redemption price of any Outstanding 1998 Second Lien Bond or the rate of interest on such 1998 Second Lien Bonds, or (ii) a preference or priority of any 1998 Second Lien Bond or 1998 Second Lien Bonds over any other 1998 Second Lien Bond or 1998 Second Lien Bonds, or (iii) a reduction in the aggregate principal amount of 1998 Second Lien Bonds, the consent of the Owners of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of the Section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Bondholders owning Outstanding 1998 Second Lien Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy of this Indenture is on file at the Principal Office of the Trustee for inspection by all Bondholders.

(c) Within six months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of the Bondholders, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms of this Indenture and, upon the execution and delivery of this Indenture, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any 1998 Second Lien Bonds entitled to such exclusion from the gross income of the owners of the 1998 Second Lien Bonds for federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Owners of not less than the percentage of 1998 Second Lien Bonds required by this Section shall have consented to and approved the execution and delivery of a Supplemental Indenture as provided in this Indenture, no Bondholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained in such Supplemental Indenture or the operation of such Supplemental Indenture, or in any manner question the propriety of the execution and delivery of such Supplemental Indenture, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions of such Supplemental Indenture.

Section 8.4. Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee and all Bondholders owning 1998 Second Lien Bonds then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. Defeasance.

(a) If the City shall pay or cause to be paid to the Owners of all outstanding 1998 Second Lien Bonds, the principal or and interest to become due on the 1998 Second Lien Bonds, at the times and in the manner stipulated in the 1998 Second Lien Bonds and in this Indenture, then the pledge of any moneys, securities, funds and property pledged by this Indenture and all other rights granted by this Indenture shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all moneys or securities held by it pursuant to this Indenture which are not required for the payment or redemption of 1998 Second Lien Bonds theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding 1998 Second Lien Bonds the principal and interest due or to become due on such 1998 Second Lien Bonds, at the times and in the manner stipulated in the 1998 Second Lien Bonds and in this Indenture, such 1998 Second Lien Bonds shall cease to be entitled to any benefit or security under this Indenture and all covenants, agreements and obligations of the City to the Owners of such 1998 Second Lien Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) All Outstanding 1998 Second Lien Bonds shall, prior to the maturity or redemption date of such 1998 Second Lien Bonds, be deemed to have been paid as meant and with the effect expressed in paragraph (a) of this Section if (i) any 1998 Second Lien Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article IV notice of redemption on said date of such notice, (ii) there shall have been deposited with or held by the Trustee either moneys in an amount which shall be sufficient, or noncallable, nonprepayable Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with or held by the Trustee at the same time, shall be sufficient to pay when due the principal of, redemption premium, if any, and interest due and to become due on said 1998 Second Lien Bonds on and prior to the redemption date or maturity date of such 1998 Second Lien Bonds, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee, and (iii) if the 1998 Second Lien Bonds do not mature and are not by their terms subject to redemption within the next succeeding 60 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to provide Notice by Mail, as soon as practicable, to the Owners of such 1998 Second Lien Bonds that the deposit required by clause (ii) above has been made with the Trustee and that said 1998 Second Lien Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of, redemption premium, if any, and interest on said 1998 Second Lien Bonds. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, redemption premium, if any, and interest on said 1998 Second Lien Bonds; but any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of, redemption premium, if any, and interest to become due on said 1998 Second Lien Bonds

on and prior to such redemption date or maturity date of such 1998 Second Lien Bonds, as the case may be, and interest earned from such reinvestments shall be paid over to the City free and clear of any trust, lien or pledge.

(c) Nothing in this Indenture shall prohibit any deposit of Government Obligations, as provided in paragraph (b) above, from being subject to a subsequent sale of such Government Obligations and reinvestment of all or a portion of the proceeds of that sale in Government Obligations which, together with money to remain so held in trust with the Trustee, shall be sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on any 1998 Second Lien Bonds deemed to have been paid as provided in paragraph (b) above. Amounts held by the Trustee in excess of the amounts needed so to provide for the payment of such 1998 Second Lien Bonds may be subject to withdrawal by the City for deposit in the Sewer Revenue Fund.

Section 9.2. Parties in Interest. Except as otherwise specifically provided in this Indenture, nothing express or implied in this Indenture is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Trustee, Ambac Assurance and the Bondholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Trustee, Ambac Assurance and the Bondholders.

Section 9.3. Severability. If any one or more of the provisions of this Indenture or of the 1998 Second Lien Bonds issued under this Indenture shall, for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such 1998 Second Lien Bonds, and this Indenture and such 1998 Second Lien Bonds shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained in this Indenture or such 1998 Second Lien Bonds.

Section 9.4. No Personal Liability of Officials of City. No covenant or agreement contained in the 1998 Second Lien Bonds or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the 1998 Second Lien Bonds shall be liable personally on the 1998 Second Lien Bonds or this Indenture, or be subject to any personal liability or accountability by reason of the issuance of the 1998 Second Lien Bonds or the execution and delivery of the 1998 Second Lien Bonds or this Indenture.

Section 9.5. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 9.6. Governing Law. The laws of the State shall govern the construction and enforcement of this Indenture and of all 1998 Second Lien Bonds issued under this Indenture.

Section 9.7. Notices. Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee or Ambac Assurance pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Chief Financial Officer's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois _____, Attention: Chief Financial Officer; if to the Trustee, at _____, _____, _____, Chicago, Illinois 60601, Attention: Corporate Trust Department; and if to _____, at

_____, Attention: _____. Any of the foregoing may, by notice given under this Indenture to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent under this Indenture, including without limitation, telephonic, facsimile or other similar forms of notice.

Section 9.8. Business Days and Times. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 9.9. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be controlling. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the other provisions of this Indenture.

IN WITNESS WHEREOF, the City of Chicago has caused this Indenture to be executed by its Chief Financial Officer, attested by its City Clerk and its corporate seal to be affixed to this Indenture; and First Trust National Association, as Trustee, has caused this Indenture to be executed by one of its Authorized Officers, attested by one of its Authorized Officers and its corporate seal to be affixed to this Indenture, all as of the day and year first above written.

CITY OF CHICAGO

_____
Chief Financial Officer

[Seal]

Attest:

_____
City Clerk

_____,
as Trustee

_____
Title: Authorized Officer

[Seal]

Attest:

_____
Title: Authorized Officer

(Sub)Exhibit "A" referred to in this Form of 1998 Second Lien Bonds Indenture (Fixed Rate) reads as follows:

(Sub)Exhibit "A".
(To Form Of 1998 Second Lien Bonds Indenture (Fixed Rate))

A. Forms Generally. The 1998 Second Lien Bonds, the Certificate of Authentication and the Form of Assignment to be printed on each of the 1998 Second Lien Bonds shall be substantially in the forms set forth in this Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture (including those necessary to reflect the terms of any Capital Appreciation 1998 Second Lien Bonds) and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such 1998 Second Lien Bonds as evidenced by their execution of this Indenture. Any portion of the text of any 1998 Second Lien Bonds may be set forth on the reverse of such 1998 Second Lien Bond, with an appropriate reference to this Indenture on the face of the 1998 Second Lien Bond.

The definitive 1998 Second Lien Bonds shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such 1998 Second Lien Bonds as evidenced by their execution of this Indenture, but any temporary 1998 Second Lien Bond may be typewritten or photocopied or otherwise reproduced.

B. Form of 1998 Second Lien Bond.

(Front Side)

Registered
No _____.

Principal Amount
$_____

CUSIP
No. _____

United States of America

State of Illinois

City of Chicago

Second Lien Wastewater Transmission Revenue Bond

Refunding Series 1998

Maturity
Date: January 1, _____ .

Dated: _____

Interest Rate: _____

Registered Owner:

Principal Amount:

The City of Chicago (the *"City"*) by this 1998 Second Lien Bond acknowledges itself to owe and, for value received, by this 1998 Second Lien Bond promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to in this 1998 Second Lien Bond as the Bondholder), on the Maturity Date (identified above), unless this 1998 Second Lien Bond shall have been previously called for redemption and payment of the redemption price made or provided for, upon the presentation and surrender of this 1998 Second Lien Bond as set forth below, the Principal Amount (stated above) and interest on said Principal Amount from and including the most recent Interest Payment Date (as described below) with respect to which interest has been paid or duly provided for, until payment of said Principal Amount or redemption price has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on _____, ____, and semiannually thereafter on each January 1 and July 1. The principal and redemption price of this 1998 Second Lien Bond are payable at the principal corporate trust office of _____, in the City of Chicago, Illinois, or its successors or assigns, as Trustee (the *"Trustee"*). The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this 1998 Second Lien Bond is registered at the close of business on the applicable Record Date (the December 15 preceding each January 1 and the June 15 preceding each July 1) preceding such Interest Payment Date. Interest on this 1998 Second Lien Bond is payable by the Trustee in the manner provided in the Indenture.

Reference is made by this 1998 Second Lien Bond to the further provisions of this 1998 Second Lien Bond set forth on the reverse of this 1998 Second Lien Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is by this 1998 Second Lien Bond certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this 1998 Second Lien Bond, do exist, have happened and have been performed in regular and due form and time as required by law.

IN WITNESS WHEREOF, the City of Chicago has caused the seal of that City to be impressed or reproduced on this 1998 Second Lien Bond and this 1998 Second Lien Bond to be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

CITY OF CHICAGO

(manual or facsimile signature)_____
Mayor

[Seal]

Attest:

(manual or facsimile signature)_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this 1998 Second Lien Bond is one of the 1998 Second Lien Bonds described in the within-mentioned Indenture.

_____,
as Trustee

By: _____
Authorized Officer

Date: _____

(DTC LEGEND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use of this certificate for value or otherwise by or to any person is wrongful inasmuch as the registered owner of this certificate, Cede & Co., has an interest in this certificate.

(Form of 1998 Second Lien Bond - Reverse Side).

1. **Authorization.** This 1998 Second Lien Bond is one of the duly authorized Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998, of the City of Chicago (the "*1998 Second Lien Bonds*"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, a Trust Indenture dated as of _____, 1998, from the City to the Trustee (the "*Indenture*") for the purposes of (a) paying Project Costs, (b) paying Costs of Issuance, including costs of acquiring a Debt Service Reserve Account Credit Instrument for the 1998 Second Lien Bonds and (c) providing for discount on the 1998 Second Lien Bonds.

2. **Definitions.** Any term used but not defined in this 1998 Second Lien Bond shall be defined as in the Indenture.

3. **Source of Payments.**

The 1998 Second Lien Bonds shall be legal, valid and binding limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from Second Lien Bond Revenues and certain other moneys and securities held by the Trustee under the provisions of the Indenture, and shall be valid claims of their owners only against the funds and assets and other money held by the Trustee with respect to the 1998 Second Lien Bonds and against Second Lien Bond Revenues, all on an equal and ratable basis with any Second Lien Parity Bonds which may be issued from time to time. The 1998 Second Lien Bonds and the interest on them do not constitute an

indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City.

4. **Method of Payment.** Bondholders must surrender 1998 Second Lien Bonds to the Trustee to collect principal or the redemption price. All payments of interest on the 1998 Second Lien Bonds shall be paid by the Trustee to Bondholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, by clearinghouse funds check or draft mailed (or under certain circumstances, by wire transfer of immediately available funds made) on the Interest Payment Date to the persons entitled to such payment at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal 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 any 1998 Second Lien Bonds is due on a day other than a Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. **Redemption of 1998 Second Lien Bonds Prior to Maturity.** The 1998 Second Lien Bonds are subject to redemption prior to maturity as provided below. Except as otherwise provided in this Bond or in the Indenture, if fewer than all the 1998 Second Lien Bonds are to be redeemed, the particular 1998 Second Lien Bonds to be called for redemption shall be selected by the Trustee by lot from numbers assigned to each $5,000 of principal of such 1998 Second Lien Bonds in a manner which the Trustee determines to be fair.

(a) **Optional Redemption.** The 1998 Second Lien Bonds maturing after January 1, _____, are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, _____, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the respective redemption prices (expressed as percentages of the principal amount of such 1998 Second Lien Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

REDEMPTION PERIOD (both dates inclusive)	REDEMPTION PRICE (expressed as a percentage)
January 1, _____ through December 31, _____	
January 1, _____ through December 31, _____	
January 1, _____ and thereafter	

(b) **Mandatory Sinking Fund Redemption.** The 1998 Second Lien Bonds maturing on January 1, _____, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

YEAR	PRINCIPAL AMOUNT

The 1998 Second Lien Bonds maturing on January 1, _____, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

YEAR	PRINCIPAL AMOUNT

If the City redeems 1998 Second Lien Bonds maturing on January 1, _____ or _____ pursuant to optional redemption or purchases such 1998 Second Lien Bonds and cancels the same, then an amount equal to the principal amount of 1998 Second Lien Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such 1998 Second Lien Bonds of such maturity in such order as the Chief Financial Officer shall determine.

(c) **Notice of Redemption.** Notice of redemption shall be given by the Trustee by mail, not fewer than 30 nor more than 60 days prior to the date fixed for redemption, to the Owner of each 1998 Second Lien Bond at the address shown on the registration books of the City kept by the Trustee. Each notice of redemption shall state the redemption date, the place of redemption, the principal amount and, if fewer than all, the distinctive numbers of the 1998 Second Lien Bonds to be redeemed, and shall also state that interest on the 1998 Second Lien Bonds designed for redemption shall cease to accrue from and after such redemption date and upon satisfaction of any condition to such redemption.

Failure duly to give notice of redemption by mail to any particular Bondholder, or any defect in such notice, shall not affect the validity of any proceedings for the redemption of 1998 Second Lien Bonds for which notice has properly been given.

(d) **Effect of Notice of Redemption.** When notice of redemption is given as required, 1998 Second Lien Bonds (or portions of such 1998 Second Lien Bonds) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on such 1998 Second Lien Bonds (or portions of such 1998 Second Lien Bonds) to be redeemed shall cease to accrue as of the date of redemption.

6. **Denominations; Transfer; Exchange.** The 1998 Second Lien Bonds are issuable in fully registered form without coupons in Authorized Denominations. A Bondholder may transfer or exchange 1998 Second Lien Bonds in accordance with the Indenture. The Trustee may exchange 1998 Second Lien Bonds in accordance with the Indenture. The Trustee may require a Bondholder, 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. The 1998 Second Lien Bonds may be exchanged for other 1998 Second Lien Bonds at the principal office of the Trustee upon the terms set forth in the Indenture.

7. **Persons Deemed Owners.** The registered Bondholder of this 1998 Second Lien Bond shall be treated as the owner of this 1998 Second Lien Bond for all purposes.

8. **Unclaimed Money.** If moneys for the payment of principal, interest or redemption price remains unclaimed for two years, the Trustee will, upon the request of the City, pay

such moneys to or for the account of the City. Thereafter, Bondholders entitled to such moneys must look only to the City and not to the Trustee for payment.

9. **Amendment and Supplement.** Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of 60 percent in aggregate principal amount of the 1998 Second Lien Bonds Outstanding. Without the consent of any Bondholder, the City and the Trustee may enter into amendments or supplements to the Indenture as provided in the Indenture to, among other purposes, cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Bondholder.

10. **Remedies.** Any registered owner of a 1998 Second Lien Bond may proceed by civil action to compel performance of all duties required by the Indenture. The Trustee may refuse to enforce the Indenture or the 1998 Second Lien Bonds unless it receives indemnity satisfactory to it.

11. **No Recourse Against Others.** An official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the 1998 Second Lien Bonds or the Indenture or for any claim based on such obligations or their creation. Each Bondholder by accepting a 1998 Second Lien Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 1998 Second Lien Bonds.

12. **Authentication.** This 1998 Second Lien Bond shall not be valid until the Trustee executes the certificate of authentication on this 1998 Second Lien Bond.

13. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[Form of Assignment]

I (or we) assign and transfer to _____

Insert social security or other identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee)

this 1998 Second Lien Bond and irrevocably appoint _____ as agent to transfer this 1998 Second Lien Bond on the books of the City. The agent may substitute another to act for it.

Dated: _____

Signed:_____

(Sign exactly as name appears on the other side of this 1998 Second Lien Bond)

Signature guaranteed: _____

Exhibit "C".

Form Of 1998 Second Lien Bonds Indenture (Variable Rate).

TRUST INDENTURE
(Variable Rate)

from

CITY OF CHICAGO

to

_____
as Trustee

SECURING

$_____

CITY OF CHICAGO

SECOND LIEN WASTEWATER TRANSMISSION REVENUE BONDS

REFUNDING SERIES 1998

DATED AS OF _____, ____

TRUST INDENTURE

THIS TRUST INDENTURE (this *"Indenture"*) dated as of _____, 19___, is from the CITY OF CHICAGO (the *"City"*), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, to _____, a _____, having its principal corporate trust office in the City of Chicago, Illinois, as trustee (said association, and any successor or successors as trustee under this Indenture, being referred to in this Indenture as the *"Trustee"*);

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, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

The City has constructed and is maintaining and operating the Sewer System (as defined below) to meet the needs of the City's inhabitants and other users of the Sewer System. The Sewer System is operated under the supervision and control of the Department of Sewers of the City.

The City has previously issued and may in the future issue its Senior Lien Bonds (as defined below) to pay the costs of repairs, replacements, renewals, improvements, equipment or extensions to the Sewer System, funding capitalized interest and a reserve fund for Senior Lien Bonds, funding working capital for the Sewer System, refunding outstanding Senior Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Senior Lien Bonds (including Second Lien Bonds) or for paying Costs of Issuance (as defined below).

The City has determined to refund in advance of maturity [a portion of] the City's Outstanding Series 1994 Bonds (as defined below).

The City does not have available funds sufficient to refund the Series 1994 Bonds.

Pursuant to an ordinance duly adopted by the City Council on _____, ___, 199_ (the *"Series 1998 Bond Ordinance"*), the City has determined to authorize the issuance of its Wastewater Transmission Revenue Bonds, Refunding Series 1998 (the *"1998 Senior Lien Bonds"*), its Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998 (the *"1998 Second Lien Bonds"* and together with the 1998 Senior Lien Bonds, the *"Series 1998 Bonds"*), or any combination of 1998 Senior Lien Bonds and 1998 Second Lien Bonds, in one or more series for the purposes of (i) refunding [a portion of] the outstanding Series 1994 Bonds, (ii) paying Costs of Issuance of the 1998 Second Lien Bonds, including costs of acquiring a Debt Service Reserve Account Credit Instrument (as defined below), (iii) making a deposit in the Debt Service Reserve Account established by this Indenture or any Subaccount of that Account or (iv) providing for discount on the 1998 Second Lien Bonds.

Pursuant to Section 2.1 of Part C of the Series 1998 Bond Ordinance, the City has authorized the issuance and sale of the 1998 Second Lien Bond pursuant to this Indenture in an aggregate principal amount of _____.

The 1998 Second Lien Bonds will have a claim for payment solely from Second Lien Bond Revenues (as defined below) and the other sources pledged under this Indenture and shall be valid claims of their registered owners only against the funds and assets and other money held by the Trustee with respect to the 1998 Second Lien Bonds and against Second Lien Bond Revenues.

In connection with the issuance of the 1998 Second Lien Bonds bearing interest at a Short-Term Rate, the City and a Remarketing Agent (as defined below) have entered into a Remarketing Agreement, pursuant to which the Remarketing Agent will arrange for the purchase of 1998 Second Lien Bonds tendered for purchase by Bondholders and attempt to remarket said tendered 1998 Second Lien Bonds on behalf of the City.

The 1998 Second Lien Bonds bearing interest at a Short-Term Rate are entitled to the benefits of an irrevocable Letter of Credit (as defined below) issued to the Trustee by the Bank (as defined below) for the account of the City, pursuant to the terms of this Indenture and a Reimbursement Agreement between such Bank and the City.

The execution and delivery of the 1998 Second Lien Bonds and this Indenture have in all respects been duly authorized and all things necessary to make the 1998 Second Lien Bonds, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done.

GRANTING CLAUSES

The City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the 1998 Second Lien Bonds by the Owners thereof, and of the sum of one dollar, lawful money of the United States of America, duly paid by the Trustee to the City at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, redemption premium, if any, and interest on the 1998 Second Lien Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the 1998 Second Lien Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "*Trust Estate*"):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to the Second Lien Bond Revenues; provided that the pledge and assignment of such Second Lien Bond Revenues shall rank *pari passu* with any pledge and assignment made by the City to secure the Series 1997 Bonds (as defined below) and any Second Lien Parity Bonds (as defined below), in the manner and to the extent described in Section 2.2 hereof.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of 1998 Second Lien Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE THIRD

Any and all other property, rights and interest of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written

consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any time and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the 1998 Second Lien Bonds without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in this Indenture otherwise specifically provided;

PROVIDED that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, redemption premium, if any, and interest on the 1998 Second Lien Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the 1998 Second Lien Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, 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, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect; and it is expressly declared, that all 1998 Second Lien Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other 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 herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners of the 1998 Second Lien Bonds, as follows:

ARTICLE I.

DEFINITIONS; CONSTRUCTION

Section 1.1. Definitions. Terms defined in the Series 1998 Bond Ordinance are used with the same meanings in this Indenture, unless the context clearly requires otherwise. The terms defined in this Section shall, for all purposes of this Indenture, have the meanings specified in this Indenture, unless the context clearly requires otherwise.

"*Administrative Expenses*" means (a) the fees and expenses payable to the Trustee and the Remarketing Agent, and (b) the fees and expenses payable to the Bank under the Letters of Credit and the Reimbursement Agreement.

"*Aggregate Second Lien Debt Service*" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Second Lien Debt Service with respect to such Fiscal Year or other specified 12-month period and to the Second Lien Bonds of all series.

"*Aggregate Senior Lien Debt Service*" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Senior Lien Debt Service with respect to such Fiscal Year or other specified 12-month period and to the Senior Lien Bonds of all series.

"*Alternate Letter of Credit*" means an irrevocable letter of credit delivered in accordance with Section 5.6 of this Indenture.

"*Annual Second Lien Debt Service*" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period and to Second Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Second Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Second Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that Second Lien Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the ordinances and trust indentures creating such series of Second Lien Bonds of Principal Installments payable at or after said date of computation. For purposes of computing the interest payable on any Variable Rate Bonds in any future Fiscal Year or other specified future 12-month period, the rate of interest shall be assumed to equal the highest monthly average rate of interest paid with respect to such Variable Rate Bonds during the 12 months preceding the date of such calculation, plus 0.5 percent, or if such Variable Rate Bonds were not Outstanding during the entire 12-month period preceding the date of calculation, the highest monthly average rate of interest paid with respect to comparable debt obligations having a comparable interest rate determination method, interest rate period and rating during such 12-month period, plus 0.5 percent.

"*Annual Senior Lien Debt Service*" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period and to Senior Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Senior Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Senior Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that Senior Lien Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the Senior Lien Bond Ordinances of Principal Installments payable at or after said date of computation.

"*Authorized Denomination*" means (a) with respect to 1998 Second Lien Bonds (or Subseries, if applicable) which bear interest at a Weekly Rate or a Short-Term Intermediate Rate, $100,000 or any integral multiple of $100,000, provided that a single 1998 Second Lien Bond may be issued in a greater amount, and (b) with respect to the 1998 Second Lien Bonds (or Sub-series, if applicable) which bear interest at a Fixed Rate, $5,000 or any integral multiple of $5,000.

"*Bank*" means the banking institution in its capacity as issuer of a Letter of Credit and its successors in such capacity and assigns, and, if an Alternate Letter of Credit has been issued in accordance with Section 5.4 of this Indenture, "*Bank*" shall mean the issuer or issuers of any Alternate Letter of Credit in its or their capacity as issuer of such Alternate Letter of Credit and its or their successors in such capacity and assigns. The initial Bank is _____.

"Beneficial Owner" means the owner of a beneficial interest in 1998 Second Lien Bonds registered in the name of Cede & Co., as nominee of The Depository Trust Company (or a successor securities depository or nominee for either of them).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Bondholder" or *"Owner"* means the person in whose name any 1998 Second Lien Bond is registered on the registration books of the City kept by the Trustee.

"Business Day" means any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, any Remarketing Agent and any Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

"Chief Financial Officer" means the person designated by the Mayor as the City's Chief Financial Officer, or if no such designation has been made or if such position is vacant, the City Comptroller of the City.

"City" means the City of Chicago.

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

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

"Costs of Issuance" means all fees and costs incurred by the City relating to the issuance of the 1998 Second Lien Bonds, including, without limitation, printing costs, the Trustee's and any Remarketing Agent's initial fees and charges, financial advisory fees, engineering fees, legal fees, accounting fees, the costs related to any agreements or other arrangements entered into pursuant to Section 2.6 of Part C of the Series 1998 Bond Ordinance, the cost of any premiums for municipal bond insurance to insure the 1998 Second Lien Bonds, the cost of providing any Debt Service Reserve Account Credit Instrument or other credit facilities with respect to the 1998 Second Lien Bonds, and the cost of any related services with respect to the 1998 Second Lien Bonds.

"Custody Account" means the Account of that name established on behalf of a Bank pursuant to Section 3.8 of this Indenture.

"Determination Certificate" means the Certificate of the Chief Financial Officer with respect to the 1998 Second Lien Bonds of a Series filed with the office of the City Clerk, addressed to the City Council as provided in Section 2.5(g) of Part C of the Series 1998 Bond Ordinance.

"Determination Date" means the date a Fixed Rate on the 1998 Second Lien Bonds is established pursuant to Section 2.6(c)(i) of this Indenture.

"Debt Service Requirement" means, in any Fiscal Year, the principal of and interest on the 1998 Second Lien Bonds required to be paid in that Fiscal Year.

["Debt Service Reserve Account" means the account of that name established in the 1998 Second Lien Bonds Revenue Fund as described in Section 5._ of this Indenture.]

["Debt Service Reserve Account Credit Instrument" means a non-cancelable insurance policy, a non-cancelable surety bond or an irrevocable letter of credit which may be delivered to the Trustee in lieu of or in partial substitution for cash or securities required to be on deposit in the Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by at least two Rating Agencies. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories from at least two Rating Agencies. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive payment for the purposes for which the Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.]

["Debt Service Reserve Requirement" means, as of any date of computation, an amount equal to the least of (i) the highest future Debt Service Requirement of all 1998 Second Lien Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10 percent of the original principal amount of the 1998 Second Lien Bonds (less any original issue discount); or (iii) 125 percent of the average annual Debt Service Requirement on the 1998 Second Lien Bonds. Any 1998 Second Lien Bonds required to be redeemed pursuant to mandatory Sinking Fund Payments shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.]

"DTC" means The Depository Trust Company, New York, New York.

"Fiscal Year" means the period beginning January 1 and ending December 31 of any year.

"Fixed Rate" means, with respect to any 1998 Second Lien Bond (or Subseries, if applicable), the interest rate on such 1998 Second Lien Bond set in accordance with Section 2.6(c) of this Indenture.

"Fixed Rate Period" means the Fixed Rate Period as defined in Section 2.6(c)(ii) of this Indenture.

"Government Obligations" means direct obligations of the United States of America.

"Gross Revenues" means all income and receipts from any source which under generally accepted accounting principles are properly recognized as being derived from the operation of the Sewer System, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the Sewer System, (c) grants (excluding grants received for capital projects) and (d) Investment Earnings.

"Indenture" means this Trust Indenture as amended or supplemented in accordance with the terms of this Indenture.

"Interest Payment Date" is defined in the form of 1998 Second Lien Bond attached to this Indenture as *Exhibit A*.

"Interest Period" is defined in the form of 1998 Second Lien Bond attached to this Indenture as *Exhibit A*.

"Interest Rate" means the rate or rates established from time to time for the 1998 Second Lien Bonds pursuant to Section 2.6 of this Indenture.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time in accordance with Section 2.6 of this Indenture.

"Investment Earnings" means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or with any money in the Accounts in the Sewer Revenue Fund (other than the rebate accounts for the Senior Lien Bonds and Second Lien Bonds) specified in Section 4.3 of Part B of the Series 1998 Bond Ordinance. Investment Earnings do not include interest or earnings on investments of the Construction Accounts.

"Letter of Credit" means the irrevocable letter of credit issued by the Bank upon the original issuance of the 1998 Second Lien Bonds, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.6 of this Indenture, *"Letter of Credit"* means such Alternate Letter of Credit.

"Letter of Credit Fund" means the Fund of that name created by Section 5.4 of this Indenture.

"Letter of Credit Note" means a promissory note of the City issued to a Bank pursuant to the Reimbursement Agreement.

"Net Revenues" means that portion of the Gross Revenues remaining in any period after providing sufficient funds for Operation and Maintenance Costs.

"Net Revenues Available for Bonds" means that portion of the Net Revenues remaining in any period, minus any amounts deposited during that period in the Sewer Rate Stabilization Account as provided in Section 4.3 of Part B of the Series 1998 Bond Ordinance (other than amounts transferred to that Account upon the issuance of any Senior Lien Parity Bonds) and plus the amounts withdrawn during that period from that Account.

"1998 Second Lien Bonds" means the Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998 authorized by Section 2.2 of Part C of the Series 1998 Bond Ordinance and issued pursuant to this Indenture, as more fully described in Article II of this Indenture.

"1998 Second Lien Bonds Revenue Fund" means the Fund of that name created by Section 5.1 of this Indenture.

"Notice by Mail" means a written notice mailed by first class mail to Bondholders at their addresses as shown on the registration books kept pursuant to Section 2.13 of this Indenture.

"Operation and Maintenance Costs" means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Sewer System, that under generally accepted accounting principles are properly chargeable to the Sewer System and not

capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, the costs related to any agreements or other arrangements entered into pursuant to Section 2.6 of Part C of the Series 1998 Bond Ordinance, paying agents' fees and all incidental expenses, but excluding any provision for depreciation or for interest on Senior Lien Bonds, Second Lien Bonds or other obligations for borrowed money payable from the Net Revenues Available for Bonds.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding," when used in reference to the 1998 Second Lien Bonds, means, at any particular date, the aggregate of all 1998 Second Lien Bonds authenticated and delivered under this Indenture except:

(a) 1998 Second Lien Bonds canceled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) matured or redeemed 1998 Second Lien Bonds which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the Trustee;

(c) 1998 Second Lien Bonds purchased by the City for cancellation pursuant to Section 4.2 of this Indenture; and

(d) 1998 Second Lien Bonds in lieu of or in exchange or substitution for which other 1998 Second Lien Bonds shall have been authenticated and delivered pursuant to this Indenture. When used with reference to Senior Lien Bonds, "Outstanding" shall have the respective meaning ascribed to such term in the Senior Lien Bond Ordinances.

When used with respect to Senior Lien Bonds, *"Outstanding"* shall have the meaning ascribed to such term in the respective Senior Lien Bond Ordinances.

"Permitted Investments" means any of the following obligations or securities permitted under Illinois law:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book entry procedures prescribed at 31 C.F.R. 306.0 *et seq.* or 31 C.F.R. 350.0 *et seq.* (or other similar book entry procedures similarly prescribed by federal law or regulations adopted after the date of this Indenture), has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on any 1998 Second Lien Bonds or other obligations that are payable from Net Revenues Available for Bonds;

(c) obligations of the Federal National Mortgage Association or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the 1998 Second Lien Bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association that has capital of not less than $100,000,000 or (ii) by certificates of deposit that are continuously and fully insured by any agency of the United States of America;

(e) repurchase agreements with banks described in clause (d) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision that are, at the time of purchase, rated by at least two Rating Agencies in one of their two highest respective long-term rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by only one Rating Agency then a rating by either shall be satisfactory) for comparable types of debt obligations;

(g) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are, at the time of purchase, rated by at least two Rating Agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be satisfactory), for comparable types of debt obligations;

(h) repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include the Trustee or a Depository), insurance company or any other financial institution that at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated by at least two Rating Agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies, then a rating by one Rating Agency shall be satisfactory), or if such institution is not so rated, that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties; and

(i) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated by at least one Rating Agency in its highest short-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(j) certificates of deposit of national banks that are either fully collateralized at least 110 percent by marketable U.S. government securities marked to market at least monthly or secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment; and

(k) shares of a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933.

"Pledged 1998 Second Lien Bonds" means 1998 Second Lien Bonds held to the credit of the Custody Account pursuant to Section 3.8 of this Indenture.

"Principal and Interest Account" means the account of that name in the 1998 Second Lien Bonds Revenue Fund as described in Section 5.__ of this Indenture.

"Principal Installment" means:

(a) as of any particular date of computation and with respect to Senior Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Senior Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Senior Lien Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with the Senior Lien Bond Ordinance authorizing the issuance of each series of Senior Lien Bonds of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Senior Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Senior Lien Bonds of such series, and for all purposes of this Indenture, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment; and

(b) as of any particular date of computation and with respect to Second Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Second Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Second Lien Bonds which would at or before said future date be retired by reason of the payment when due and the application in accordance with this Indenture, with respect to the 1998 Second Lien Bonds, or the ordinance or trust indenture creating any other series of Second Lien Bonds, of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Second Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of such Outstanding Second Lien Bonds, and for all purposes hereof, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Principal Office" means (i) with respect to a Bank, the address supplied in writing by the Bank to the City, the Trustee and the appropriate Remarketing Agent, (ii) with respect to the Trustee,

its principal office in Chicago, Illinois, and (iii) with respect to the Remarketing Agent, the address supplied in writing by the Remarketing Agent to the City, the Trustee and the appropriate Bank.

"*Rating Agency*" means any nationally recognized securities rating agency.

"*Record Date*" is defined in the form of 1998 Second Lien Bond attached to this Indenture as *Exhibit A*.

"*Reimbursement Agreement*" means the agreement between the City and the Bank, pursuant to which the Letter of Credit is issued by the Bank and delivered to the Trustee, and any and all modifications, alterations, amendments and supplements to that agreement.

"*Remarketing Agent*" means the investment banking firm and any other remarketing agent appointed in respect of a Series of 1998 Second Lien Bonds in accordance with Section 7.17 of this Indenture.

"*Remarketing Agreement*" means the agreement between the City and a Remarketing Agent entered into pursuant to Section 7.17 of this Indenture, and any and all modifications, alterations, amendments and supplements to that agreement.

"*Second Lien Bond Revenues*" means all sums, amounts, funds or moneys which may be withdrawn from the Second Lien Bonds Account pursuant to Section 4.3(d) of Part B of the Series 1998 Bond Ordinance.

"*Second Lien Bonds*" means the Series 1997 Bonds, the 1998 Second Lien Bonds and all Second Lien Parity Bonds.

"*Second Lien Bonds Account*" means the separate account of that name in the Sewer Revenue Fund established as provided in Section 4.3(d) of Part B of the Series 1998 Bond Ordinance.

"*Second Lien Construction Accounts*" means the various accounts established for construction purposes by the ordinances authorizing the Series 1997 Bonds and any Second Lien Parity Bonds and any account established to pay Costs of Issuance of Second Lien Bonds.

"*Second Lien Parity Bonds*" means obligations, other than 1998 Second Lien Bonds, which are payable from Second Lien Bonds Revenues on an equal and ratable basis with all other Outstanding Second Lien Bonds.

"*Senior Lien Bond Ordinances*" means the Series 1993 Bond Ordinance, the Series 1994 Bond Ordinance, the Series 1995 Bond Ordinance and ordinances of the City authorizing the issuance of Senior Lien Parity Bonds.

"*Senior Lien Bonds*" means the Series 1993 Bonds, the Series 1994 Bonds, the Series 1995 Bonds and all Senior Lien Parity Bonds issued pursuant to the Senior Lien Bond Ordinances.

"*Senior Lien Parity Bonds*" means obligations that may be issued after the issuance and delivery of the 1998 Senior Lien Bonds in accordance with Article VI of Part B of the Series 1998 Bond Ordinance and that are payable from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Senior Lien Bonds.

"*Series 1993 Bond Ordinance*" means the ordinance passed by the City Council on February 10, 1993, as amended by the City Council on March 8, 1993, authorizing the issuance of the Series 1993 Bonds.

"*Series 1994 Bond Ordinance*" means the ordinance passed by the City Council on March 23, 1994, authorizing the issuance of the Series 1994 Bonds.

"*Series 1995 Bond Ordinance*" means the ordinance passed by the City Council on November 8, 1995, authorizing the issuance of the Series 1995 Bonds.

"*Series 1997 Bond Ordinance*" means the ordinance passed by the City Council of the City on June 4, 1997, authorizing the issuance of the Series 1997 Bonds.

"*Series 1998 Bond Ordinance*" means the ordinance passed by the City Council of the City on _____, ____, authorizing the issuance of the Series 1998 Bonds.

"*Series 1993 Bonds*" means the Wastewater Transmission Revenue Bonds, Refunding Series 1993, of the City, authorized and issued pursuant to the Series 1993 Bond Ordinance.

"*Series 1994 Bonds*" means the Wastewater Transmission Revenue Bonds, Series 1994, of the City authorized by and issued pursuant to the Series 1994 Bond Ordinance.

"*Series 1995 Bonds*" means the Wastewater Transmission Revenue Bonds, Series 1995, of the City, authorized and issued pursuant to the Series 1995 Bond Ordinance.

"*Series 1997 Bonds*" means the Second Lien Wastewater Transmission Revenue Bonds, Series 1997, authorized by the Series 1997 Bond Ordinance and issued pursuant to the Series 1997 Indenture.

"*Series 1997 Indenture*" means the Trust Indenture dated as of September 1, 1997 from the City to First Trust National Association, as trustee, providing for the issuance of the Series 1997 Bonds.

"*Series 1998 Bonds*" means, collectively, the 1998 Senior Lien Bonds and the 1998 Second Lien Bonds, authorized by the Series 1998 Bond Ordinance.

"*Sewer Rate Stabilization Account*" means the separate account of that name previously established by the City in the Sewer Revenue Fund and described in Section 4.3 of Part B of the Series 1998 Bond Ordinance.

"*Sewer Revenue Fund*" means the separate fund designated the "Sewer Revenue Fund of the City of Chicago" previously established by the City pursuant to the Municipal Code and described in Section 4.2 of Part B of the Series 1998 Bond Ordinance.

"*Sewer System*" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions and any and all further extensions, improvements and additions to the Sewer System.

"*Short-Term Rate*" means a Weekly Rate or a Short-Term Intermediate Rate.

"*Short-Term Intermediate Rate*" means, with respect to any 1998 Second Lien Bond, the interest rate for such 1998 Second Lien Bond set in accordance with Section 2.6(b) of this Indenture.

"*Short-Term Intermediate Rate Period*" means, with respect to any 1998 Second Lien Bond, the period (which may be from 1 day to 366 days) determined as provided in Section 2.6(b) of this Indenture.

"*Sinking Fund Payment*" means:

(a) as of any particular date of determination and with respect to the Outstanding Senior Lien Bonds of any series, the amount required by a Senior Lien Bond Ordinance to be paid in any event by the City on a single future date for the retirement of Senior Lien Bonds of such series which mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Senior Lien Bond; and

(b) as of any particular date of determination and with respect to the Outstanding 1998 Second Lien Bonds of any Series, the amount required by this Indenture, with respect to the 1998 Second Lien Bonds, or the ordinance or trust indenture creating any other series of Second Lien Bonds, to be paid in any event by the City on a single future date for the retirement of such Second Lien Bonds which mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Second Lien Bond.

"*State*" means the State of Illinois.

"*Supplemental Indenture*" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms of this Indenture.

"*Trustee*" means _____, as Trustee under this Indenture, and its successors and assigns.

"*Undertaking*" means the City's Continuing Disclosure Undertaking related to the 1998 Second Lien Bonds, as amended from time to time.

"*Variable Rate Bonds*" means any Second Lien Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof.

"*Weekly Rate*" means, with respect to any 1998 Second Lien Bond, the interest rate for such 1998 Second Lien Bond set in accordance with Section 2.6(a) of this Indenture.

Section 1.2. Construction. This Indenture, except when the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) All words and terms importing the singular number shall where the context requires, import the plural number and vice versa.

(b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of 1998 Second Lien Bonds, for the purposes of this Indenture, shall be computed on the basis of the 1998 Second Lien Bonds Outstanding at the time the computation is made or is required to be made under this Indenture.

(d) Headings of sections in this Indenture are solely for convenience of reference and do not constitute a part of this Indenture and shall not affect the meaning, construction or effect of this Indenture.

(e) Unless otherwise expressly provided, all times specified in this Indenture shall mean New York City time.

(f) When the context shall require references in this Indenture to the 1998 Second Lien Bonds they shall include the 1998 Second Lien Bonds of a Sub-Series established in accordance with Section 2.6 of this Indenture.

(g) Unless expressly indicated otherwise, references to Articles or Sections shall be construed as references to Articles or Sections of this Indenture as originally executed.

ARTICLE II.

THE 1998 SECOND LIEN BONDS

Section 2.1. Authorization of 1998 Second Lien Bonds; Purpose.

(a) No 1998 Second Lien Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The 1998 Second Lien Bonds are being issued in the aggregate principal amount of $_____.

(b) The 1998 Second Lien Bonds are authorized to be issued for the purposes of (a) providing funds to refund in advance of maturity [a portion of] the Series 1994 Bonds, (b) paying Costs of Issuance including costs of acquiring a Debt Service Reserve Account Credit Instrument, (d) making a deposit in the Debt Service Reserve Account and (e) providing for any discount on the 1998 Second Lien Bonds.

Section 2.2. Source of Payment; Pledge of Second Lien Bond Revenues and Other Moneys. The 1998 Second Lien Bonds shall be legal, valid and binding limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the moneys and securities held by the Trustee under the provisions of this Indenture, draws on the Letter of Credit and, together with Second Lien Parity Bonds, from Second Lien Bond Revenues. The 1998 Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. To secure the payment of the principal of, redemption premium, if any, and interest on, the 1998 Second Lien Bonds and the obligations of the City arising under the Reimbursement Agreement, the City pledges, assigns and grants to the Trustee a lien on and security interest in all funds and accounts held by the Trustee under this Indenture and, together with any Second Lien Parity Bonds, in the Second Lien Bond Revenues, subject to the provisions of this Indenture requiring or permitting

the payment, setting apart or appropriation of such amounts or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Indenture. This pledge, assignment and grant of a lien and security interest shall be valid and binding from and after the date of issuance of any 1998 Second Lien Bonds under this Indenture without any further physical delivery or further act; and shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

Section 2.3. General Terms of 1998 Second Lien Bonds. The 1998 Second Lien Bonds shall be designated "City of Chicago Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998."

The 1998 Second Lien Bonds shall mature on January 1 of each of the following years and initially bear interest at the following Interest Rate Determination Methods:

Year	Principal Amount	Interest Rate Determination Method

Section 2.4. Conditions Precedent to Delivery of any Series. 1998 Second Lien Bonds shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) an executed original of the Determination Certificate authorizing the execution and delivery of the Supplemental Indenture referred to in Section 2.3;

(b) executed counterparts of the Remarketing Agreement and the Reimbursement Agreement;

(c) the initial Letter of Credit issued by the Bank in respect of the 1998 Second Lien Bonds;

(d) an executed copy of the Letter of Credit Note issued by the City in favor of the Bank issuing the Letter of Credit;

(e) a Counsel's Opinion to the effect that (i) this Indenture, the Remarketing Agreement, Reimbursement Agreement and Letter of Credit Note have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms; (ii) this Indenture creates the valid pledge of Second Lien Bond Revenues, moneys and securities which it purports to create; and (iii) upon the execution, authentication and delivery of the 1998 Second Lien Bonds, the 1998 Second Lien Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Series 1998 Bond Ordinance and this Indenture;

(f) a written authorization as to the authentication and delivery of the 1998 Second Lien Bonds, signed by the Chief Financial Officer; and

(g) such further documents and moneys as are required by the provisions of Article VIII of this Indenture.

Section 2.5. Application of Proceeds of Second Lien Bonds. The proceeds of the sale of the 1998 Second Lien Bonds shall be (i) deposited in the Escrow Account for the refunding of the Series 1994 Bonds as described in Section 3.1 of Part C of the Series 1998 Bond Ordinance and (ii) applied to pay Costs of Issuance as directed by the Chief Financial Officer. Any accrued interest received upon the sale of the 1998 Second Lien Bonds shall be deposited in the Principal and Interest Account and used to pay interest on the 1998 Second Lien Bonds on _____, 199__.

Section 2.6. Interest Rate Determination Methods for the 1998 Second Lien Bonds (or Sub-Series, if applicable). The 1998 Second Lien Bonds shall bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate determined by the Chief Financial Officer in accordance with the provisions of this Indenture. The determination of the Interest Rates on the 1998 Second Lien Bonds as provided in this Indenture shall be conclusive and binding upon the Bondholders. The initial Interest Rate Determination Method or methods for the 1998 Second Lien Bonds shall be _____ and shall remain in effect until the Interest Rate Determination Method for such 1998 Second Lien Bonds is changed to a different Interest Rate Determination Method in accordance with this Indenture. Distinct portions of the aggregate principal amount of the 1998 Second Lien Bonds (a *"Sub-Series"*) may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one or more other distinct portions of the 1998 Second Lien Bonds may bear interest at a different Short-Term Rate or a Fixed Rate, and, in addition, distinct Sub-Series of the 1998 Second Lien Bonds may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods; provided that (i) each Sub-Series shall not be less than $10,000,000 in principal amount and (ii) the aggregate principal amount of all such Sub-Series of 1998 Second Lien Bonds of a Series shall equal the aggregate principal amount of Outstanding 1998 Second Lien Bonds.

(a) **Weekly Rate.**

(i) **Determination of Weekly Rate.** When interest on any 1998 Second Lien Bonds (or Sub-Series, if applicable) is payable at a Weekly Rate, the Chief Financial Officer shall determine a Weekly Rate for such 1998 Second Lien Bonds on Tuesday of each calendar week (if Tuesday is not a Business Day, then Monday; if Monday and Tuesday are not Business Days, then Wednesday whether or not a Business Day). Each Weekly Rate shall be the rate necessary (as determined by the Chief Financial Officer) for the City to sell such 1998 Second Lien Bonds on the day the rate is set at 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest, if any.

(ii) **Duration of Weekly Rate.** Each Weekly Rate determined by the Chief Financial Officer shall be in effect from and including Wednesday of each week to and including the following Tuesday, whether or not such days are Business Days.

(iii) **Notice of Weekly Rate.** The Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Weekly Rate to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the day each Weekly Rate is determined.

(iv) **Weekly Rate Invalid or Unenforceable.** If for any reason the Chief Financial Officer does not set a Weekly Rate while any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Weekly Rate, or a court holds that a Weekly Rate is invalid or unenforceable, then the Weekly Rate in effect for the immediately preceding week shall remain in effect.

(b) **Short-Term Intermediate Rate.**

(i) **Determination of Short-Term Intermediate Rate.** When interest on any 1998 Second Lien Bonds (or Sub-Series, if applicable) is payable at a Short-Term Intermediate Rate, the Chief Financial Officer shall establish the Short-Term Intermediate Rate for such 1998 Second Lien Bonds on the first Business Day of each Short-Term Intermediate Rate Period. Each Short-Term Intermediate Rate shall be the rate necessary (as determined by the Chief Financial Officer) for the City to sell such 1998 Second Lien Bonds on the date such rate is set at 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest, if any.

(ii) **Determination of Short-Term Intermediate Rate Period.** Each Short-Term Intermediate Rate Period shall be determined by the Chief Financial Officer (which may be from one to 366 days) based upon the Chief Financial Officer's judgment that the length of the Short-Term Intermediate Rate Period will be beneficial to the City. Interest on 1998 Second Lien Bonds (or Sub-Series, if applicable) bearing interest at a Short-Term Intermediate Rate will accrue from the first day of the applicable Short-Term Intermediate Rate Period to, and including, the last day of such period. Notwithstanding the foregoing, if (A) the day following the last day of any Short-Term Intermediate Rate Period shall be a Business Day or the maturity date of such 1998 Second Lien Bonds, and (B) the Chief Financial Officer has previously determined that any 1998 Second Lien Bonds (or Sub-Series, if applicable) are to bear interest at a rate other than the Short-Term Intermediate Rate effective as of a future date, no new Short-Term Intermediate Rate Period shall be established for such 1998 Second Lien Bonds unless the last day of such Short-Term Intermediate Rate Period occurs before the effective date of the change to such other rate.

(iii) **Notice of Short-Term Intermediate Rate and Short-Term Intermediate Rate Period.** The Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of each Short-Term Intermediate Rate and Short-Term Intermediate Rate Period for the 1998 Second Lien Bonds (or Sub-series, if applicable) to the Trustee, the Remarketing Agent and the Bank not later than 11:00 A.M., New York City time, on the date such rate and period are determined.

(iv) **Short-Term Intermediate Rate or Short-Term Intermediate Rate Period Invalid or Unenforceable.** If for any reason the Chief Financial Officer does not set a Short-Term Intermediate Rate or the duration of a Short-Term Intermediate Rate Period while any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Short-Term Intermediate Rate, or a court holds that a Short-Term Intermediate Rate or the duration of any Short-Term Intermediate Rate Period is invalid or unenforceable, then a 30-day Short-Term Intermediate Rate Period for such 1998 Second Lien Bonds will follow, and the Short-Term Intermediate Rate for such 1998 Second Lien Bonds for such Short-Term Intermediate Rate Period shall be that annual rate of interest equal to 85 percent of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount

rate at which such 90-day United States Treasury bills shall have been sold at the most recent Treasury auction within the preceding 30 days.

(c) **Fixed Rate.**

(i) **Determination of Fixed Rate.** If the interest rate on any 1998 Second Lien Bonds (or Sub-Series, if applicable) is changed to a Fixed Rate pursuant to Section 2.7 of this Indenture, the Chief Financial Officer shall establish the Fixed Rate for such 1998 Second Lien Bonds not less than seven nor more than 15 days before the effective date of such Fixed Rate. The Fixed Rate shall be the rate necessary (as determined by the Chief Financial Officer) for the City to sell such 1998 Second Lien Bonds on the date such rate is set at 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest, if any.

(ii) **Fixed Rate Period.** The Fixed Rate in respect of a Series (or Sub-series, if applicable) of 1998 Second Lien Bonds shall remain in effect from its effective date to the maturity date of such 1998 Second Lien Bonds (the *"Fixed Rate Period"*).

(iii) **Notice of Fixed Rate.** The Chief Financial Officer shall give telephonic or facsimile notice (promptly confirmed in writing) of the Fixed Rate established by the Chief Financial Officer to the Trustee and the Remarketing Agent not later than 4:00 P.M., New York City time, on the date the Fixed Rate in respect (or SubSeries, if applicable) of 1998 Second Lien Bonds is determined.

(iv) **Conditions to Fixed Rate Not Satisfied.** If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for any 1998 Second Lien Bonds (or Sub-Series, if applicable) shall not have been satisfied on the effective day of the proposed Fixed Rate Period, such change shall not be effective, and such 1998 Second Lien Bonds shall bear interest at a Weekly Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly established for such 1998 Second Lien Bonds under this Indenture.

(v) **Selection of 1998 Second Lien Bonds for Mandatory Redemption upon Conversion to Fixed Rate.** Not later than 20 days prior to the effective date of a Fixed Rate Period in respect of 1998 Second Lien Bonds (or SubSeries, if applicable), the City may direct the Trustee in writing to select in advance of the dates on which the Trustee would otherwise do so, such 1998 Second Lien Bonds to be redeemed prior to maturity pursuant to Section 4.1(c) of this Indenture on each subsequent mandatory redemption date specified in such direction in an amount equal to the principal amount of such 1998 Second Lien Bonds proposed to bear interest at a Fixed Rate. Thereafter, but not later than 10 days prior to the effective date of such Fixed Rate Period, the Trustee shall:

(A) assign a distinctive number (a *"Tentative Serial 1998 Second Lien Bond Number"*) to each $5,000 in principal amount of such 1998 Second Lien Bonds (or Sub-Series, if applicable) then Outstanding;

(B) treating each Tentative Serial 1998 Second Lien Bond Number as a separate 1998 Second Lien Bond, selected by lot in such manner as the Trustee deems appropriate and fair, the particular 1998 Second Lien Bonds (or Sub-Series, if applicable) to be redeemed on each subsequent mandatory redemption date specified in

the City's direction, in such manner that there shall be redeemed on each mandatory redemption date an amount of such 1998 Second Lien Bonds converted to a Fixed Rate equal to the amount of 1998 Second Lien Bonds (or Sub-Series, if applicable) otherwise subject to mandatory redemption pursuant to Section 4.1(c) of this Indenture multiplied by a fraction the numerator of which is the amount of such 1998 Second Lien Bonds being converted to a Fixed Rate and the denominator of which is the aggregate principal amount of 1998 Second Lien Bonds (or Sub-Series, if applicable) otherwise subject to mandatory redemption pursuant to Section 4.1(c) of this Indenture;

(C) assign to each 1998 Second Lien Bond (or Sub-Series, if applicable) selected to be redeemed prior to maturity a distinctive number (a *"Permanent Serial 1998 Second Lien Bond Number"*) corresponding to its Tentative Serial 1998 Second Lien Bond Number, whereupon the Tentative Serial 1998 Second Lien Bond Numbers previously assigned to all such 1998 Second Lien Bonds and to any 1998 Second Lien Bonds (or Sub-Series, if applicable) not so selected shall lapse and shall no longer be effective; and

(D) provide the City, the Remarketing Agent and the Bank with copies of a list of all Permanent Serial 1998 Second Lien Bond Numbers assigned to such 1998 Second Lien Bonds and the date on which each such 1998 Second Lien Bond bearing a Permanent Serial 1998 Second Lien Bond Number is scheduled to be redeemed prior to its stated maturity.

The Trustee shall cause to be noted on each such 1998 Second Lien Bond thereafter authenticated the Permanent Serial 1998 Second Lien Bond Number or Numbers, if any, assigned to such 1998 Second Lien Bond and the date on which such 1998 Second Lien Bond or a portion such 1998 Second Lien Bond in the principal amount of $5,000 bearing such Permanent Serial 1998 Second Lien Bond Number is scheduled to be redeemed. In addition, the Trustee shall apply for and, if available, cause to be printed on each 1998 Second Lien Bond scheduled to be redeemed on a particular date pursuant to the preceding provisions of this paragraph a separate CUSIP number that, either on its face or by reference to an index or directory or otherwise, identifies the date on which such 1998 Second Lien Bond is scheduled to be redeemed prior to its stated maturity date.

Solely for the purpose of selecting 1998 Second Lien Bonds (or Sub-Series, if applicable) for redemption prior to maturity, whether at the option of the City pursuant to Section 4.1(b) of this Indenture, by operation of Section 4.1(c) of this Indenture, or otherwise, all of the 1998 Second Lien Bonds (or Sub-Series, if applicable) scheduled to be redeemed on a particular date pursuant to the preceding provisions of this Section shall be deemed to mature on that date.

If any condition to the conversion of the 1998 Second Lien Bonds (or Sub-Series, if applicable) to a Fixed Rate shall not have been satisfied on the effective date of such Fixed Rate Period, the mandatory redemption dates determined pursuant to this Section 2.6(c)(v) shall be of no force or effect.

Section 2.7. Change in Interest Rate Determination Method.

(a) **Changes Directed by the City**. The City may, acting through the Chief Financial Officer, change the Interest Rate Determination Method for any 1998 Second Lien Bonds (or Sub-Series, if applicable) by notifying the Trustee, the Bank and the Remarketing Agent at least 20 days

prior to the proposed effective date of such change. Such notice shall contain (i) the effective date of such new Interest Rate Determination Method (which effective date must be a current Interest Payment Date for such 1998 Second Lien Bonds, and if any 1998 Second Lien Bonds currently bear interest at a Short-Term Intermediate Rate, the effective date of any new Interest Rate Determination Method for such 1998 Second Lien Bonds may not be earlier than the end of any effective Short-Term Intermediate Rate Period), (ii) the new Interest Rate Determination Method, and (iii) if the change is to a Fixed Rate, the Determination Date. If the change is to a Fixed Rate, the notice shall be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exclusion of interest on any 1998 Second Lien Bonds [then entitled to such exclusion] from the gross income of the owner of such 1998 Second Lien Bonds for federal income tax purposes under the Code. If the Chief Financial Officer's notice complies with this paragraph, the interest on such 1998 Second Lien Bonds shall become payable on the basis of the new Interest Rate Determination Method on the effective date specified in the notice unless and until the Interest Rate Determination Method is changed as provided in this Section.

(b) **Changes Directed by the Remarketing Agent.** If directed to do so by the Chief Financial Officer, the Remarketing Agent shall consider whether the Interest Rate Determination Method for any 1998 Second Lien Bonds (or Sub-Series, if applicable) should be changed to a different Short-Term rate because in the Remarketing Agent's judgment, conversion to a different Short-Term Rate will be beneficial to the market for, or the relative yield of, such 1998 Second Lien Bonds. If a change is to be made, the Remarketing Agent will promptly so notify the Trustee, the City and the Bank and will specify the effective date of the change, which effective date must be a current Interest Payment Date for such 1998 Second Lien Bonds and shall not be before the end of any effective Short-Term Intermediate Rate Period for such 1998 Second Lien Bonds. For purposes of this Section 2.7(b), the Remarketing Agent's determination that a different Short-Term Rate will be "beneficial to the market for, or relative yield of, such 1998 Second Lien Bonds" shall be based upon (i) the performance of such 1998 Second Lien Bonds, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short-Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such 1998 Second Lien Bonds, or (ii) any fact or circumstance relating to such 1998 Second Lien Bonds or affecting the market for such 1998 Second Lien Bonds or affecting such other comparable securities in a manner which in the judgment of the Remarketing Agent will affect the market for such 1998 Second Lien Bonds, which in any event leads the Remarketing Agent to conclude that such 1998 Second Lien Bonds should bear interest at the Short-Term Rate specified in such notice. As used in this Section 2.7(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent under this Indenture or by the City pursuant to paragraph (a) above, such 1998 Second Lien Bonds shall bear interest at the Short-Term Rate specified in such notice.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Bondholders, the Trustee, the City, the Bank or to any other person with respect to any determination that any 1998 Second Lien Bonds (or Sub-Series, if applicable) will or will not bear interest at the current or any other Short-Term Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(c) **Limitations on Changes in Interest Rate Determination Method.** Any change in the method of determining interest on any 1998 Second Lien Bonds (or Sub-Series, if applicable) pursuant to either Section 2.7(a) or (b) above shall comply with the following:

(i) if a Short-Term Intermediate Rate is then in effect with respect to such 1998 Second Lien Bonds, the effective date of any change must be the day following the last day of the Short-Term Intermediate Rate Period of such 1998 Second Lien Bonds;

(ii) if a Weekly Rate is then in effect with respect to such 1998 Second Lien Bonds, the effective date of any change must be the first Business Day of a month; and

(iii) no change shall be made in the Interest Rate Determination Method if the Trustee shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.7(a) has been withdrawn. If the Trustee shall have sent any notice to the Bondholders regarding a change in Interest Rate Determination Method under Section 2.7(d) of this Indenture, then in the event of such withdrawal of opinion, the Trustee shall promptly notify such Bondholders of such withdrawal.

(d) **Notice to Bondholders of Change in Interest Rate Determination Method.** When a change in the Interest Rate Determination Method is to be made as to any 1998 Second Lien Bonds (or Sub-Series, if applicable), the Trustee will notify the holders of such 1998 Second Lien Bonds by Notice by Mail at least 15 but not more than 60 days before the effective date of the change. The notice shall be accompanied by the Opinion of Bond Counsel if required by Section 2.3(a). The notice shall state:

(i) that the Interest Rate Determination Method will be changed and what the new method will be,

(ii) the effective date of the new Interest Rate Determination Method,

(iii) a description of the new Interest Rate Determination Method, including a statement that the Remarketing Agent for such 1998 Second Lien Bonds will provide each new rate (and Short-Term Intermediate Rate Period when applicable) upon request,

(iv) the applicable Interest Payment Dates and Record Dates,

(v) whether Bondholders have a right to tender their 1998 Second Lien Bonds while such 1998 Second Lien Bonds bear interest at the new Interest Rate Determination Method, and

(vi) that such 1998 Second Lien Bonds will be subject to mandatory tender for purchase on the effective date of the change.

In addition, if the change is to a Fixed Rate, the notice shall state:

(i) the Determination Date and whether or not such 1998 Second Lien Bonds will be secured by a Letter of Credit,

(ii) that the Remarketing Agent for such 1998 Second Lien Bonds will provide the Fixed Rate upon request and describing how to make such request,

(iii) the end of the Fixed Rate Period, which shall be the maturity date of such 1998 Second Lien Bonds,

(iv) any ratings assigned such 1998 Second Lien Bonds by the Rating Agencies effective on the date of such change,

(v) that during the Fixed Rate Period there will be no right to tender the 1998 Second Lien Bonds,

(vi) that such 1998 Second Lien Bonds are subject to optional redemption during the Fixed Rate Period and the redemption provisions applicable to the Fixed Rate Period; and

(vii) that during the Fixed Rate Period, such 1998 Second Lien Bonds will be issued in denominations of $5,000 or integral multiples of $5,000.

In addition, if the change is to a Short-Term Intermediate Rate, the notice shall state:

(i) that during the Short-Term Intermediate Rate Period there will be no right to tender such 1998 Second Lien Bonds at the option of their owners,

(ii) that such 1998 Second Lien Bonds are not subject to redemption at the option of the City during the Short-Term Intermediate Rate Period, and

(iii) that on the first Business Day following the last day of each Short-Term Intermediate Rate Period for such 1998 Second Lien Bonds, each such 1998 Second Lien Bond will be subject to mandatory tender for purchase without further notice.

Section 2.8. Calculation of Interest Due on 1998 Second Lien Bonds. The Trustee will calculate the amount of interest payable on the 1998 Second Lien Bonds from the Interest Rates supplied to the Trustee by the person setting them and will confirm such amounts when computed with the Remarketing Agent for the 1998 Second Lien Bonds. The Trustee will confirm any Interest Rate by telephone or in writing to any Bondholder who requests it in writing. The calculation of the interest payable on such 1998 Second Lien Bonds as provided in this Indenture will be conclusive and binding on all parties, including the Bondholders.

Section 2.9. Form, Payment and Dating of 1998 Second Lien Bonds; Authorized Denominations.

(a) The 1998 Second Lien Bonds and the certificate of authentication to be executed on the 1998 Second Lien Bonds by the Trustee are to be in substantially the form of this Indenture set forth in *Exhibit A* to this Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The 1998 Second Lien Bonds shall be issuable only as fully registered 1998 Second Lien Bonds in Authorized Denominations. 1998 Second Lien Bonds shall be numbered from one

consecutively upwards and shall contain an appropriate prefix to such numbers to identify such 1998 Second Lien Bonds.

(c) The principal or redemption price of each 1998 Second Lien Bond shall be payable upon surrender of such 1998 Second Lien Bond at the Principal Office of the Trustee. While any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Weekly Rate or a Short-Term Intermediate Rate, payments of principal or redemption price of such 1998 Second Lien Bonds shall be payable in immediately available funds except as provided in paragraph (d)(iv) below. While any 1998 Second Lien Bonds (or sub-Series, if applicable) bear interest at a Fixed Rate, payments of principal or redemption price of the 1998 Second Lien Bonds shall be payable in clearinghouse funds except as provided in paragraph (d)(iv) below. Such payments shall be made to the holder of the 1998 Second Lien Bond so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each such 1998 Second Lien Bond (or Sub-Series, if applicable) shall bear interest and be payable as to interest as follows:

(i) Each such 1998 Second Lien Bond shall bear interest (at the applicable rate determined pursuant to Article II of this Indenture) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or from the preceding Interest Payment Date to which interest has been paid (or the date of original issuance of such 1998 Second Lien Bonds if no interest on such 1998 Second Lien Bonds has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any such 1998 Second Lien Bond on any Interest Payment Date shall be paid to the holder of such 1998 Second Lien Bond as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a 365- or 366-day year as applicable for the number of days actually elapsed while such 1998 Second Lien Bonds bear interest at a Weekly Rate or a Short-Term Intermediate Rate, and on the basis of a 360-day year of twelve 30-day months while such 1998 Second Lien Bonds bear interest at a Fixed Rate.

(iii) If the available funds under this Indenture or the Letter of Credit are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to such 1998 Second Lien Bonds. If sufficient funds for the payment of such overdue interest shall thereafter become available, the Trustee immediately shall establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Bondholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each such Bondholder at least 10 days prior to the special record date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to such Bondholders as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on such 1998 Second Lien Bonds shall be paid to the persons entitled to such payments pursuant to Section 2.9(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (x) upon instructions to the Trustee from such person entitled to payment in immediately available funds

(by federal funds check or by deposit to the account of the owner of such 1998 Second Lien Bonds if such owner maintains an account with the Trustee or, upon request of any owner of such 1998 Second Lien Bonds in the principal amount of $1,000,000 or more, by federal funds wire) on the Interest Payment Date according to such instructions, or (y) if no instructions are given as aforesaid, and during a period when such 1998 Second Lien Bonds bear interest at a Fixed Rate, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled to such payment at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(v) The payment of the purchase price of such 1998 Second Lien Bonds tendered pursuant to Section 3.1 or 3.2 of this Indenture shall be made in immediately available funds to the tendering Bondholder in the same manner as interest on 1998 Second Lien Bonds pursuant to subparagraph (iv) above.

(e) All 1998 Second Lien Bonds will be dated the date of their original issuance.

(f) Interest on the 1998 Second Lien Bonds will accrue and be payable during the periods and at the times provided for in the form of 1998 Second Lien Bond attached to this Indenture as *Exhibit A*.

Section 2.10. Execution of 1998 Second Lien Bonds. Each of the 1998 Second Lien Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each 1998 Second Lien Bond. The 1998 Second Lien Bonds bearing the manual or facsimile signatures of individuals who were at the time of the execution of this Indenture the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such 1998 Second Lien Bonds or shall not have held such offices at the dated date of such 1998 Second Lien Bonds.

Section 2.11. Delivery and Registration. No 1998 Second Lien Bond shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such 1998 Second Lien Bond a certificate of authentication substantially in the form provided in *Exhibit A* to this Indenture, executed by the Trustee by manual signature, and such certificate upon any such 1998 Second Lien Bond shall be conclusive evidence that such 1998 Second Lien Bond has been duly authenticated, registered and delivered.

Section 2.12. Lost, Destroyed, Improperly Canceled or Undelivered 1998 Second Lien Bonds. If any 1998 Second Lien Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly canceled, the Trustee may authenticate a new 1998 Second Lien Bond of the same date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated 1998 Second Lien Bond, such mutilated 1998 Second Lien Bond shall first be surrendered to the Trustee and (b) in the case of any lost 1998 Second Lien Bond or 1998 Second Lien Bond destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the City, the Trustee and the Bank, satisfactory to each of them. If any lost, destroyed or improperly canceled 1998 Second Lien Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate 1998 Second Lien Bond, the Trustee shall pay the same without surrender of such 1998 Second Lien Bond if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnification of the City,

the Trustee and such Bank, satisfactory to each of them. Upon the issuance of any substitute 1998 Second Lien Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such issuance. The Trustee may charge the Bondholder reasonable fees and expenses in connection with any transaction described in this Section 2.8, except for improper cancellation by the Trustee.

If the City elects to purchase for cancellation any 1998 Second Lien Bond tendered for purchase as provided in Section 4.2(a) and funds are deposited with the Trustee sufficient for the purchase, whether or not the 1998 Second Lien Bond subject to tender is ever delivered, interest on such 1998 Second Lien Bond shall cease to be payable to the prior holder of such 1998 Second Lien Bond from and after the purchase date, such holder 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 1998 Second Lien Bond and the Trustee shall not register any further transfer of such 1998 Second Lien Bond by such prior holder.

All 1998 Second Lien Bonds shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly canceled 1998 Second Lien Bonds, notwithstanding any law or statute now existing or enacted after the date of this Indenture.

Section 2.13. Transfer, Registration and Exchange of 1998 Second Lien Bonds. The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of 1998 Second Lien Bonds, which at all reasonable times shall be open for inspection by the City.

The transfer of any 1998 Second Lien Bond shall be registered upon the books of the Trustee at the written request of the Bondholder or its attorney duly authorized in writing, upon surrender of such 1998 Second Lien Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Bondholder or its attorney duly authorized in writing.

The City, the Trustee and the Remarketing Agent may deem and treat the Bondholder as the absolute owner of such 1998 Second Lien Bond, whether such 1998 Second Lien Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such 1998 Second Lien Bond and for all other purposes, and neither the City, the Trustee nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Bondholder shall be valid and effectual to satisfy and discharge the liability upon such 1998 Second Lien Bond to the extent of the sum or sums so paid.

Any 1998 Second Lien Bond, upon surrender of such 1998 Second Lien Bond at the Principal Office of the Trustee may, at the option of the Bondholder, be exchanged for an equal aggregate principal amount of 1998 Second Lien Bond or 1998 Second Lien Bonds of any Authorized Denomination bearing interest pursuant to the same Interest Rate Determination Method as the 1998 Second Lien Bond being surrendered.

In all cases in which the privilege of exchanging 1998 Second Lien Bonds or registering the transfer of 1998 Second Lien Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver 1998 Second Lien Bonds in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of 1998 Second Lien Bonds, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other

governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for any 1998 Second Lien Bonds, the Trustee shall not be obligated to make any such exchange or registration of transfer of such 1998 Second Lien Bonds during the 10 days next preceding the date of the mailing of notice of any redemption of such 1998 Second Lien Bonds nor shall the Trustee be required to make any exchange or registration of transfer of any such 1998 Second Lien Bonds called for redemption.

Section 2.14. Temporary 1998 Second Lien Bonds. Pending the preparation of definitive 1998 Second Lien Bonds, the City may execute and the Trustee shall authenticate and deliver temporary 1998 Second Lien Bonds. Temporary 1998 Second Lien Bonds may be issuable as 1998 Second Lien Bonds of any Authorized Denomination and substantially in the form of the definitive 1998 Second Lien Bonds but with omissions, insertions and variations as may be appropriate for temporary 1998 Second Lien Bonds, all as may be approved by the City, as evidenced by the execution and delivery of such 1998 Second Lien Bonds. Temporary 1998 Second Lien Bonds may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary 1998 Second Lien Bond of a Series shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive 1998 Second Lien Bonds. As promptly as practicable the City shall execute and shall furnish definitive 1998 Second Lien Bonds and thereupon temporary 1998 Second Lien Bonds may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary 1998 Second Lien Bonds a like aggregate principal amount of definitive 1998 Second Lien Bonds of Authorized Denominations. Until so exchanged the temporary 1998 Second Lien Bonds shall be entitled to the same benefits under this Indenture as definitive 1998 Second Lien Bonds.

Section 2.15. Cancellation of 1998 Second Lien Bonds. All 1998 Second Lien Bonds which shall have been surrendered to the Trustee for payment or redemption, and all 1998 Second Lien Bonds which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be canceled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City, the Bank and the Remarketing Agent, a certificate evidencing any such cancellation and specifying such 1998 Second Lien Bonds by number.

Section 2.16. Book-Entry Provisions.

(a) Except as provided in paragraph (c) below, the Owner of all of the 1998 Second Lien Bonds shall be DTC, and the 1998 Second Lien Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any 1998 Second Lien Bond registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the 1998 Second Lien Bonds at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee and the City may treat DTC (or its nominee) as the sole and exclusive Owner of such 1998 Second Lien Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such 1998 Second Lien Bonds, selecting such 1998 Second Lien Bonds or portions of such 1998 Second Lien Bonds to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of such 1998 Second Lien Bonds, obtaining any consent or other action to be taken by Bondholders and for all

other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Except as otherwise provided in paragraph (c) below, no Beneficial Owner shall receive an authenticated 1998 Second Lien Bond certificate. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of 1998 Second Lien Bonds, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) If the Owner of all the 1998 Second Lien Bonds shall be DTC and the City determines to discontinue DTC's book-entry system, the City may notify DTC and the Trustee, whereupon DTC will notify its participating organizations (the *"Participants"*) of the availability through DTC of certificated 1998 Second Lien Bonds. In such event, the Trustee shall issue, transfer and exchange such 1998 Second Lien Bond certificates as requested by DTC in appropriate amounts in accordance with the provisions of this Indenture. DTC may determine to discontinue providing its services with respect to all, but not less than all, of the 1998 Second Lien Bonds at any time by giving written notice to the City and the Trustee and discharging its responsibilities with respect to this Indenture under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery 1998 Second Lien Bond certificates as described in this Indenture. Whenever DTC requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the 1998 Second Lien Bonds to any Participant having 1998 Second Lien Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing such 1998 Second Lien Bonds.

(d) So long as any 1998 Second Lien Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on such 1998 Second Lien Bond and all notices with respect to such 1998 Second Lien Bond shall be made and given, respectively, to DTC or its nominee as provided in the City's representation letter to DTC.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Bondholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such notice to DTC or its nominee shall be given only when DTC is the sole Bondholder.

(f) Neither the City nor the Trustee shall have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the 1998 Second Lien Bonds; (iii) the delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Bondholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the 1998 Second Lien Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

(g) So long as Cede & Co. is the registered owner of the 1998 Second Lien Bonds, as nominee of DTC, references in this Indenture to the Bondholders of the 1998 Second Lien Bonds or Owners of the 1998 Second Lien Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 1998 Second Lien Bonds.

(h) So long as DTC is the registered owner of the 1998 Second Lien Bonds:

(i) selection of 1998 Second Lien Bonds to be redeemed upon partial redemption and presentation of 1998 Second Lien Bonds to the Trustee upon partial redemption, shall be deemed made when the right to exercise ownership rights in such 1998 Second Lien Bonds through DTC or DTC's Participants is transferred by DTC on its books; and

(ii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Bondholders under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the 1998 Second Lien Bonds through DTC or its Participants.

ARTICLE III.

OPTIONAL AND MANDATORY TENDERS OF BONDS; REMARKETING OF PURCHASED BONDS

Section 3.1. Optional Tender of 1998 Second Lien Bonds. Holders of 1998 Second Lien Bonds (or SubSeries, if applicable) bearing interest at a Weekly Rate shall have the right to tender such 1998 Second Lien Bond, or a portion of such 1998 Second Lien Bond, provided that such portion is an Authorized Denomination, for purchase at a purchase price equal to 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest, if any, to the date of purchase and to receive payment of the purchase price for such tendered 1998 Second Lien Bond or portion of 1998 Second Lien Bond, all as provided in the form of 1998 Second Lien Bond attached to this Indenture as *Exhibit A*.

Section 3.2. Mandatory Tender of 1998 Second Lien Bonds. The 1998 Second Lien Bonds are subject to mandatory tender and are required to be tendered to the Trustee for purchase at a purchase price equal to 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest, if any, as follows:

(i) when any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Short-Term Intermediate Rate, each such 1998 Second Lien Bond shall be subject to mandatory tender for purchase on each Interest Payment Date for such 1998 Second Lien Bond; and

(ii) on the effective date of any change in the Interest Rate Determination Method for any 1998 Second Lien Bonds (or Sub-Series, if applicable).

Section 3.3. Purchase of Tendered 1998 Second Lien Bonds.

(a) In performing its duties under this Article III, the Trustee shall act as a conduit and not be considered to be purchasing 1998 Second Lien Bonds for its own account. No acceptance of 1998 Second Lien Bonds by the Trustee under this Indenture shall effect any merger or discharge of the indebtedness of the City evidenced by such 1998 Second Lien Bonds. The Trustee shall accept all 1998 Second Lien Bonds properly tendered to it for purchase in accordance with the provisions of such 1998

Second Lien Bonds as set forth in the form of 1998 Second Lien Bond attached to this Indenture as *Exhibit A*.

(b) The Trustee shall establish a special trust fund designated as the Purchase Fund. The Trustee shall hold all 1998 Second Lien Bonds delivered to it in trust for the benefit of the respective holders of such 1998 Second Lien Bonds delivering such 1998 Second Lien Bonds until moneys representing the purchase price of such 1998 Second Lien Bonds have been delivered to or for the account of such Bondholders. The Trustee shall hold all moneys delivered to it for the purchase of 1998 Second Lien Bonds in the Purchase Fund in trust and without investment, solely for the benefit of the persons delivering such moneys until such 1998 Second Lien Bonds purchased with such moneys have been delivered to or for the account of such persons. The City by this Indenture authorizes and directs the Trustee to withdraw sufficient funds from the Purchase Fund for the 1998 Second Lien Bonds to pay the purchase price of tendered 1998 Second Lien Bonds as the same becomes due and payable, which authorization and direction the Trustee accepts.

Section 3.4. Remarketing of Tendered 1998 Second Lien Bonds; Payment of Purchase Price.

(a) The Remarketing Agent shall use its best efforts to remarket tendered 1998 Second Lien Bonds at a price equal to 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest, if any.

(b) Upon receipt of a duly tendered written notice of an optional tender of 1998 Second Lien Bonds conforming to the requirements in the form of 1998 Second Lien Bond attached to this Indenture as *Exhibit A*, the Trustee shall notify the Remarketing Agent, the Bank and the City of the principal amount of such 1998 Second Lien Bonds tendered and the date fixed for purchase.

(c) Prior to 11:00 A.M., New York City time, on each purchase date (whether optional or mandatory), the Remarketing Agent shall give telephonic or facsimile notice (promptly confirmed in writing) to the Bank, the City and the Trustee of the principal amount of such 1998 Second Lien Bonds remarketed, the names, addresses and taxpayer identification numbers of the purchasers and the denominations in which such 1998 Second Lien Bonds are to be issued to each purchaser. If fewer than all of the 1998 Second Lien Bonds to be tendered on such purchase date have been remarketed, the Remarketing Agent shall, in addition, notify the Trustee, the Bank and the City prior to 11:00 A.M., New York City time, on the purchase date, of the principal amount of 1998 Second Lien Bonds which have not been remarketed and the amount of accrued interest to be paid on such 1998 Second Lien Bonds on such purchase date. Purchasers of 1998 Second Lien Bonds which have been remarketed shall be required to deliver the purchase price of such 1998 Second Lien Bonds directly to the Remarketing Agent for delivery to the Trustee for deposit in the Purchase Fund not later than 11:00 A.M., New York City time, on the purchase date. By 12:00 Noon, New York City time, on the purchase date, the Trustee shall notify the Remarketing Agent, the City and the Bank of any such 1998 Second Lien Bonds which have been remarketed for which payment has not been received.

(d) By 12:30 P.M., New York City time, on the purchase date (whether optional or mandatory), the Trustee shall draw upon the Letter of Credit in an amount equal to the purchase price of: (i) any tendered 1998 Second Lien Bonds not remarketed; and (ii) any tendered 1998 Second Lien Bonds remarketed and for which payment has not been received.

(e) Any 1998 Second Lien Bond tendered for purchase after the date on which the Trustee has notified the Bondholders of a change in Interest Rate Determination Method in accordance with the provisions of Section 2.7 of this Indenture shall not be remarketed unless the purchaser has been notified by the Trustee of the change in Interest Rate Determination Method. Any such notice shall contain the same provisions as the notice required of the Trustee pursuant to Section 2.07(d) of this Indenture. Any purchaser so notified must deliver a notice to the Trustee stating that such purchaser will tender such purchaser's 1998 Second Lien Bonds for purchase on the effective date of the change in Interest Rate Determination Method, and agreeing not to resell such 1998 Second Lien Bonds before such date.

Section 3.5. Funds for Purchase Price of 1998 Second Lien Bonds On the date 1998 Second Lien Bonds are to be purchased pursuant to the provisions of this Indenture, the Trustee shall deliver the purchase price to the tendering Bondholder only from the funds listed below, in the order of priority indicated:

(a) the proceeds of the sale of such 1998 Second Lien Bonds which have been remarketed by the Remarketing Agent for such Series of 1998 Second Lien Bonds to any person other than the City and delivered to the Trustee by 11:00 A.M., New York City time, on the purchase date;

(b) moneys drawn under the Letter of Credit (which shall include amounts held in the the Letter of Credit Fund to the extent of amounts held in such Account); and

(c) moneys deposited by the City with the Trustee pursuant to this Indenture.

Section 3.6. Delivery of Purchased 1998 Second Lien Bonds. The Trustee shall make available by 1:30 P.M., New York City time, on a purchase date (whether optional or mandatory), at its Principal Office, 1998 Second Lien Bonds purchased with moneys described in Section 3.5(a) of this Indenture for receipt by the purchaser of such 1998 Second Lien Bonds. 1998 Second Lien Bonds purchased with moneys described in Section 3.5(a) of this Indenture shall be registered in the manner directed by the Remarketing Agent for the 1998 Second Lien Bonds and delivered to such Remarketing Agent for redelivery to the purchasers of 1998 Second Lien Bonds. 1998 Second Lien Bonds purchased with moneys described in Section 3.5(b) of this Indenture shall be held by the Trustee, and registered by the Trustee in the name of the City indicating their status as Pledged 1998 Second Lien Bonds pursuant to Section 3.8 of this Indenture. 1998 Second Lien Bonds purchased with moneys described in Section 3.5(c) of 1998 Second Lien Bonds shall be registered in the name of the City and held for the account of the City.

Section 3.7. Delivery of Proceeds of Sale of Purchased 1998 Second Lien Bonds. Except in the case of the sale of any Pledged 1998 Second Lien Bonds, the proceeds of the sale of any 1998 Second Lien Bonds, to the extent not required to pay the purchase price of this Indenture, shall be paid to or upon the order of the City.

Section 3.8. Custody Account

(a) There is by this Indenture created by the City and ordered established with the Trustee a separate and segregated trust account to be designated the Custody Account.

(b) If any 1998 Second Lien Bond is purchased by the Trustee pursuant to Section 3.3 of this Indenture with moneys drawn under the Letter of Credit pursuant to Section 3.5(b) of this

Indenture, that 1998 Second Lien Bond shall be delivered to and held by the Trustee, shall be registered in the name of the City (and shall thereafter constitute a Pledged 1998 Second Lien Bond until released as provided in this Indenture), shall be deposited in the Custody Account, and shall be released only upon receipt by the Trustee of (i) an amount equal to the principal amount of such 1998 Second Lien Bond plus accrued interest, if any, on such 1998 Second Lien Bond to the date of purchase, and (ii) evidence that the Letter of Credit will be reinstated in an amount sufficient to cover the principal of and interest on the Pledged 1998 Second Lien Bonds being released; *provided* that in connection with such reinstatement if the 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Short-Term Intermediate Rate or a Fixed Rate and the stated amount of the Letter of Credit for such 1998 Second Lien Bonds has not been increased in accordance with Section 5.5(d) of this Indenture, sufficient moneys shall be drawn under the Letter of Credit and deposited into the Account of the Letter of Credit Fund (and the Bank reimbursed therefrom so that the amount then held in the Letter of Credit Fund for such 1998 Second Lien Bonds is not less than the amount that would have been deposited in such Account as a result of draws pursuant to Section 5.5(d) to this Indenture if such 1998 Second Lien Bond did not constitute a Pledged 1998 Second Lien Bond under this Indenture); *provided, further*, that no single draw pursuant to such Letter of Credit may be made with respect to more than ___ days' interest on the 1998 Second Lien Bonds being remarketed at the maximum rate of interest used for purposes of calculating the stated amount of the Letter of Credit. The Remarketing Agent shall use its best efforts to remarket Pledged 1998 Second Lien Bonds. If the Remarketing Agent remarkets any Pledged 1998 Second Lien Bond, the Remarketing Agent shall give the notice described in the first sentence of Section 3.4(c) of this Indenture, and shall direct the purchaser of such Pledged 1998 Second Lien Bond to transfer on the purchase date, the purchase price of such remarketed Pledged 1998 Second Lien Bond directly to the Remarketing Agent for delivery to the Trustee not later than 11:00 A.M., New York City time, on the purchase date. The Remarketing Agent shall deliver remarketed Pledged 1998 Second Lien Bonds to the purchasers of such 1998 Second Lien Bonds in accordance with Section 3.6 of this Indenture.

(c) The proceeds of the remarketing of Pledged 1998 Second Lien Bonds shall be deposited into the Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank, shall not be commingled with any other moneys held by the Trustee, and shall be paid over immediately to the Bank.

(d) On each Interest Payment Date prior to the release of Pledged 1998 Second Lien Bonds held in the Custody Account, the Trustee shall apply moneys in the 1998 Second Lien Bonds Revenue Fund for such 1998 Second Lien Bonds to the payment of principal of and interest on such Pledged 1998 Second Lien Bonds, but shall not draw on the Letter of Credit or use moneys in the Letter of Credit Fund for such purpose to any extent whatsoever; and the Trustee shall receive for the account of the Bank issuing the Letter of Credit for such 1998 Second Lien Bonds the interest and principal paid in respect of such Pledged 1998 Second Lien Bonds held in the Custody Account, and for such 1998 Second Lien Bonds immediately upon such receipt the Trustee shall pay such interest and principal over to such Bank; provided that if at such time the Trustee has been notified in writing by such Bank that there shall not remain any amount due and owing to the Bank under the Reimbursement Agreement, such interest and principal payments shall be paid over to the City.

(e) If, on any date prior to the release of Pledged 1998 Second Lien Bonds held in the Custody Account, all 1998 Second Lien Bonds are called for redemption pursuant to Article IV of this Indenture, such Pledged 1998 Second Lien Bonds held in the Custody Account shall be deemed to have been paid, and shall thereupon be canceled by the Trustee.

(f) It is recognized and agreed by the Trustee that while it holds Pledged 1998 Second Lien Bonds, such Pledged 1998 Second Lien Bonds are held by the Trustee for the benefit of the Bank as a first priority secured creditor.

ARTICLE IV.

REDEMPTION AND PURCHASE OF BONDS BY CITY

Section 4.1. Redemption of 1998 Second Lien Bonds Prior to Maturity The 1998 Second Lien Bonds shall be subject to redemption prior to maturity as provided in this Section 4.1. Except as otherwise provided in this Indenture, if less than all the 1998 Second Lien Bonds are to be redeemed, the particular 1998 Second Lien Bonds to be called for redemption shall be selected by the Trustee: first, from 1998 Second Lien Bonds held in the Custody Account for such 1998 Second Lien Bonds (*i.e.*, 1998 Second Lien Bonds tendered but not remarketed or purchased by the City); and second, from all other 1998 Second Lien Bonds Outstanding by lot from numbers assigned to each $100,000 ($5,000 with respect to 1998 Second Lien Bonds bearing interest at a Fixed Rate) of principal of such 1998 Second Lien Bonds in a manner which the Trustee determines to be fair.

(a) When any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Weekly Rate, such 1998 Second Lien Bonds are subject to redemption prior to maturity, at the option of the City, on any Interest Payment Date, in whole or in part, at a redemption price equal to 100 percent of the principal amount of such 1998 Second Lien Bonds.

(b) When any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Fixed Rate, such 1998 Second Lien Bonds are subject to redemption in whole or in part, at the option of the City, at the time (measured in each case from the effective date of the Fixed Rate Period to the maturity date of such 1998 Second Lien Bonds), and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the redemption date:

LENGTH OF FIXED RATE PERIOD	REDEMPTION DATES AND PRICES
Greater than __ years	At any time on or after the ___ anniversary of the Conversion Date at ___ percent declining ___ percent on each Interest Payment Date to ___ percent.
Greater than __ and less than or equal to __ years	At any time on or after the ___ anniversary of the Conversion Date at ____ percent declining ___ percent on each Interest Payment Date to ___ percent.
Greater than __ and less than or equal to __ years	At any time on or after the __- anniversary of the Conversion Date at _____ percent declining ____ percent on each Interest Payment Date to ____ percent.
Greater than __ and less than or equal to __ years	At any time on or after the ___ anniversary of the Conversion Date at ___ percent declining ___ percent on each Interest Payment Date to ____ percent.
Greater than __ and less than or equal to __ years	At any time on or after the ___ anniversary of the Conversion Date at ____ percent declining ___ percent on each Interest Payment Date to ___ percent.
Greater than __ and less than or equal to __ years	At any time on or after the ___ anniversary of the Conversion Date at ____ percent declining ____ percent on each Interest Payment Date to ___ percent.
Less than or equal to 1 year	On the Interest Payment Date which is at least six months after the Conversion Date at _____ percent.

(c) The 1998 Second Lien Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100 percent of the principal amount of such 1998 Second Lien Bond plus accrued interest, if any, to the redemption date (which redemption date for 1998 Second Lien Bonds (or Sub-Series, if applicable) that bear interest at a Weekly Rate or a Short-Term Intermediate Rate shall be the first Business Day of January and for 1998 Second Lien Bonds (or Sub-Series, if applicable) that bear interest at a Fixed Rate shall be January 1), in the amounts and in the years set forth in the related Supplemental Indenture.

(d) The 1998 Second Lien Bonds shall be subject to mandatory redemption in whole by the City at 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest to the date of redemption (i) on the fifth Business Day immediately preceding the expiration date of the Letter of Credit unless (x) the expiration date will occur on the first day of a Fixed Rate Period with respect to all of the 1998 Second Lien Bonds and the City has elected not to have a Letter of Credit or Alternate Letter of Credit in effect during the Fixed Rate Period, or (y) an Alternate Letter of Credit shall be delivered to the Trustee not less than five Business Days prior to the expiration date, (ii) as soon as practicable following receipt of notice by the Trustee from the Bank that the Letter of Credit will not be reinstated in accordance with its terms and the terms of the Reimbursement Agreement, and (iii) as soon as practicable following receipt of notice by the Trustee from the Bank that an event of default has occurred under the Reimbursement Agreement with the result that the Bank is exercising its right to direct the redemption of all Outstanding 1998 Second Lien Bonds secured by the Letter of Credit.

Section 4.2. Purchase of 1998 Second Lien Bonds by City.

(a) The City, acting through the Chief Financial Officer, reserves the right to purchase for cancellation any 1998 Second Lien Bond tendered for purchase pursuant to Section 3.1 of this Indenture or subject to mandatory tender pursuant to Section 3.2 of this Indenture or to purchase any 1998 Second Lien Bond held to the credit of the Custody Account, upon notice to the Trustee and the Remarketing Agent for such 1998 Second Lien Bonds given by irrevocable telephonic or facsimile notice (promptly confirmed in writing) (i) in the case of the purchase of a 1998 Second Lien Bond tendered pursuant to Section 3.1 of this Indenture or a 1998 Second Lien Bond held to the credit of the Custody Account, given not later than 2:00 P.M., New York City time, on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a 1998 Second Lien Bond subject to mandatory tender pursuant to Section 3.2 of this Indenture, given not later than 3:00 P.M., New York City time, on the second-to-last Business Day before the mandatory tender date for such 1998 Second Lien Bond (or the first Business Day of any Short-Term Intermediate Rate Period which is shorter than two Business Days for 1998 Second Lien Bonds subject to mandatory tender at the end of such Short-Term Intermediate Rate Period). Such notice from the Chief Financial Officer shall state the principal amount of such 1998 Second Lien Bonds to be purchased and whether any of such 1998 Second Lien Bonds to be purchased are being purchased on a mandatory tender date pursuant to Section 3.2 of this Indenture. Prior to the applicable date of notice set forth in the first sentence of this Section 4.2(a), the City shall deposit with the Trustee funds sufficient to purchase such 1998 Second Lien Bonds. Any such 1998 Second Lien Bonds so purchased for cancellation shall be selected first, from 1998 Second Lien Bonds held to the credit of the Custody Account, second, from such 1998 Second Lien Bonds as such become available upon optional tender, and thereafter from such 1998 Second Lien Bonds as such become available upon mandatory tender pursuant to Section 3.2 of this Indenture; provided that if fewer than all of the 1998 Second Lien Bonds subject to mandatory tender pursuant to Section 3.2 of this Indenture are to be purchased for cancellation, the 1998 Second Lien Bonds so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(b) Notwithstanding the provisions of Section 4.2(a), the City may buy, sell, own and hold any of the 1998 Second Lien Bonds for its own account; provided that such 1998 Second Lien Bonds may be sold or remarketed only if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on any 1998 Second Lien Bonds entitled to such exclusion from the gross income of the owners of such 1998 Second Lien Bonds for federal income tax purposes under the Code. No purchase of 1998 Second Lien Bonds by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of such 1998 Second Lien Bonds or of any portion of such 1998 Second Lien Bonds and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such 1998 Second Lien Bonds.

Section 4.3. Procedure for Redemption

(a) In order to exercise its option to redeem the 1998 Second Lien Bonds prior to maturity pursuant to Section 4.1(a) of this Indenture, the City shall notify the Trustee, the Bank and the Remarketing Agent no later than 45 days prior to the designated redemption date.

(b) Notice of redemption shall be given by the Trustee by mail, not less than 30 days nor more than 60 days prior to the date fixed for redemption (and not less than 10 days nor more than 15 days in the case of the event described in Section 4.1(d) of this Indenture), to the owner of each 1998 Second Lien Bond at the address shown on the registration books of the City kept by the Trustee. Each

notice of redemption shall state the redemption date, the place of redemption, the source of the funds to be used for such redemption, the principal amount and, if less than all, the distinctive numbers of the 1998 Second Lien Bonds to be redeemed, and shall also state that interest on such 1998 Second Lien Bonds designated for redemption shall cease to accrue from and after such redemption date and upon satisfaction of any condition to such redemption.

Failure to duly give notice of redemption by mail to any particular Bondholder, or any defect in such notice, shall not affect the validity of any proceedings for the redemption of 1998 Second Lien Bonds for which notice has properly been given.

(c) Each such redemption notice shall specify (i) the 1998 Second Lien Bonds to be redeemed by CUSIP number, (ii) the redemption date (which shall be not more than 15 days after the date on which the Trustee receives notice from the Bank pursuant to Section 4.1(d) of this Indenture); (iii) the place where amounts due upon such redemption will be payable (which shall be the Principal Office of the Trustee); (iv) if fewer than all of such 1998 Second Lien Bonds are to be redeemed, specify the specific 1998 Second Lien Bonds to be redeemed, identified by number, and the principal amounts of such 1998 Second Lien Bonds to be redeemed; and (v) that on the redemption date, such 1998 Second Lien Bonds shall cease to bear interest. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee.

(d) With respect to any optional redemption of any 1998 Second Lien Bonds, the notice of such redemption shall state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such 1998 Second Lien Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such 1998 Second Lien Bonds will not be redeemed.

(e) When 1998 Second Lien Bonds are called for partial redemption as provided in Section 4.1 of this Indenture, the specific 1998 Second Lien Bonds to be redeemed shall be selected by the Trustee in Authorized Denominations.

If it is determined that one or more, but not all, of the units of Authorized Denominations represented by any 1998 Second Lien Bond is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Bondholder immediately shall surrender such 1998 Second Lien Bond to the Trustee for (i) payment to such Bondholder of such unit of the redemption price of such 1998 Second Lien Bond called for redemption and (ii) delivery to such Bondholder of a new 1998 Second Lien Bond or 1998 Second Lien Bonds and in the aggregate principal amount of the unredeemed balance of the principal amount of such 1998 Second Lien Bond, without charge therefor.

If the holder of any such 1998 Second Lien Bond of a denomination greater than the amount called for partial redemption shall fail to present such 1998 Second Lien Bond to the Trustee for payment and exchange as provided above, such 1998 Second Lien Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

(f) Any 1998 Second Lien Bonds, or portions of such 1998 Second Lien Bonds, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such 1998 Second Lien Bonds are held by the Trustee for the benefit of the Bondholders:

ARTICLE V.

CREATION OF FUNDS AND SECURITY FOR 1998 SECOND LIEN BONDS

Section 5.1. The 1998 Second Lien Bonds Revenue Fund

(a) There is by this Indenture created by the City and established with the Trustee a separate and segregated trust fund to be designated "City of Chicago Wastewater Transmission Revenue Bonds 1998 Second Lien Bonds Revenue Fund" (the "*1998 Second Lien Bonds Revenue Fund*").

The amounts on deposit in the accounts created by this Indenture shall be held by the Trustee for the sole and exclusive benefit of the 1998 Second Lien Bonds. Any moneys and securities held in the 1998 Second Lien Bonds Revenue Fund or any account created pursuant to this Article shall be held in trust by the Trustee, as provided in this Indenture, and shall be applied, used and withdrawn only for the purposes authorized in this Indenture. The City will cause all moneys and securities held in the funds and accounts created by the Senior Lien Bond Ordinances to be applied, used and withdrawn solely for the purposes authorized in those ordinances.

Section 5.2. Deposit of 1998 Second Lien Bond Revenues. On the Busines Day immediately preceding each _____, the Chief Financial Officer shall withdraw from the 1998 Second Lien Bonds Subaccount of the Second Lien Bonds Account, and transfer to the Trustee for deposit into the 1998 Second Lien Bond Revenue Fund, the amounts required (i) to be on deposit in the Principal and Interest Accont as specified in the certificate delivered pursuant to Section 2.4(d) hereof and (ii) to satisfy any deficiency in the Debt Service Reserve Account as provided in Section 5.__ hereof. The Trustee shall deposit the same in the accounts of the 1998 Second Lien Bonds Revenue Fund. The Trustee shall be accountable only for moneys actually so received. Such certificates of the Chief Financial Officer, or any subsequent or supplemental certificate, shall be revised or supplemented from time to time whenever necessary to reflect changes in the deposit requirements relating to the 1998 Second Lien Bonds Revenue Fund as a result of the prepayment, redemption, purchase or remarketing of 1998 Second Lien Bonds, increases or decreases in the rates of interest borne by 1998 Second Lien Bonds.

Section 5.3. Use of Moneys in 1998 Second Lien Bonds Revenue Fund. Moneys on deposit in the 1998 Second Lien Bonds Revenue Fund and which have been credited to such accounts in such Fund as may have been created for the benefit of the 1998 Second Lien Bonds shall, subject to the limitations in Section 5.1(b) of this Indenture, be used for the purposes specified in this Indenture.

(a) Subject to the right of the City and a Bank to make alternate arrangements with respect to the reimbursement of the Bank by the City for draws under the Letter of Credit, the City shall deposit into the account established in the 1998 Second Lien Bonds Revenue Fund, amounts sufficient to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the 1998 Second Lien Bonds are not secured by the Letter of Credit or the Bank has failed to honor a properly presented and conforming drawing under the Letter of Credit, the City shall deposit into the account of the 1998 Second Lien Bond Fund amounts sufficient to pay the principal of and interest on the 1998 Second Lien Bonds as the same become due.

(b) Moneys on deposit in an account established in the 1998 Second Lien Bond Fund in respect of the Letter of Credit, shall be applied by the Trustee to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if such 1998 Second Lien Bonds are not secured by a Letter of Credit or the Bank shall have failed to honor a properly presented and conforming drawing under the Letter of Credit, directly to pay the principal of or interest on such 1998 Second Lien Bonds as the same become due.

(c) The City shall deposit into the account established in the 1998 Second Lien Bonds Revenue Fund amounts received upon the sale of such 1998 Second Lien Bonds or a Debt Service Reserve Account Credit Instrument to establish a balance in that account equal to the Debt Service Reserve Requirement.

(d) Pending the use of moneys held in an account of the 1998 Second Lien Bonds Revenue Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Chief Financial Officer, but subject to the requirements of the Reimbursement Agreement, if applicable. Income from such investments shall be credited to the 1998 Second Lien Bond Revenue Fund.

Section 5.4. The Letter of Credit Fund

(a) There is by this Indenture created by the City and established with the Trustee a trust fund to be designated "City of Chicago Second Lien Wastewater Revenue Bonds, Refunding Series 1998 Letter of Credit Fund" (the *"Letter of Credit Fund"*).

(b) The City shall cause to be deposited into the Letter of Credit Fund all amounts drawn under the Letter of Credit with respect to the payment of principal or purchase price of and interest on the 1998 Second Lien Bonds. Moneys on deposit in the Letter of Credit Fund shall not be commingled with any other moneys held by the Trustee.

(c) Moneys on deposit in the Letter of Credit Fund shall be applied by the Trustee to pay the principal of and interest on the 1998 Second Lien Bonds (including interest on the 1998 Second Lien Bonds tendered for purchase in accordance with Section 3.1 of this Indenture).

(d) Pending the use of moneys on deposit in the Letter of Credit Fund, the Trustee shall invest such moneys upon the direction of the Chief Financial Officer in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall mature not later than the date or dates on which such funds will be needed for the purposes for which such funds were deposited into the Letter of Credit Fund, and in any event, not later than 31 days from the date of such investment. Income from such investment shall be credited to the Letter of Credit Fund.

Section 5.5. The Letter of Credit

(a) So long as any 1998 Second Lien Bonds are Outstanding under this Indenture and bear interest at a Short-Term Rate, the City covenants and agrees to maintain a Letter of Credit for the benefit of the holders of the 1998 Second Lien Bonds. The Letter of Credit shall entitle the Trustee to draw up to (a) an amount sufficient (i) to pay the principal amount of such 1998 Second Lien Bonds, or (ii) to pay the purchase price or the portion of the purchase price equal to the principal amount of such 1998 Second Lien Bonds delivered to it for purchase, plus (b) an amount not less than __ days' interest

on such 1998 Second Lien Bonds (calculated at the rate of ___ percent per annum) (i) to pay interest on such 1998 Second Lien Bonds, or (ii) to pay the portion of the purchase price of such 1998 Second Lien Bonds equal to the accrued interest, if any, on such 1998 Second Lien Bonds delivered to it for purchase.

(b) The Letter of Credit shall be held by the Trustee in its capacity as Trustee under this Indenture. The Trustee shall not sell, assign or transfer any such Letter of Credit except to a Successor Trustee designated in accordance with the terms and provisions of this Indenture.

(c) The Trustee shall make drawings under the Letter of Credit in accordance with the terms of this Indenture to make timely payments of the principal of and interest on such 1998 Second Lien Bonds (other than such 1998 Second Lien Bonds which are Pledged 1998 Second Lien Bonds) as the same become due whether upon maturity or redemption. The Trustee shall also make drawings under the Letter of Credit to pay the purchase price of tendered 1998 Second Lien Bonds in accordance with Section 3.4(d) of this Indenture.

(d) During any period when any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Short-Term Intermediate Rate or a Fixed Rate, commencing on the date on which such 1998 Second Lien Bonds begin to bear interest at a Short-Term Intermediate Rate or a Fixed Rate, and on the first Business Day of each calendar month thereafter while such 1998 Second Lien Bonds bear interest at a Short-Term Intermediate Rate or a Fixed Rate and are secured by a Letter of Credit, the Trustee shall draw under the Letter of Credit an amount sufficient to cause the amount on deposit in the Letter of Credit Fund on such day to equal (i) the accrued and unpaid interest on such 1998 Second Lien Bonds, plus (ii) the interest that would accrue on such 1998 Second Lien Bonds from such day to and including the first Business Day of the following month assuming such 1998 Second Lien Bonds remain Outstanding until such day, calculated (A) at the actual rate of interest on such 1998 Second Lien Bonds for any day interest is to accrue at a rate known on the day such draw is made, and (B) at the rate of ___ percent for any day interest is to accrue at a rate unknown on the date such draw is made. Notwithstanding the deposit of any such moneys under this Indenture and the reimbursement of the Bank for any such drawing under the Letter of Credit, the City shall have no right, title and interest in and to such moneys, which shall be held exclusively for the holders of such 1998 Second Lien Bonds in accordance with the provisions of this Indenture. If the City causes to be delivered to the Trustee an effective amendment or supplement to the Letter of Credit increasing the stated amount of the Letter of Credit to an amount sufficient to pay the principal amount of such 1998 Second Lien Bonds plus __ days' interest with respect to any such 1998 Second Lien Bonds bearing interest at a Short-Term Intermediate Rate and __ days' interest with respect to any such 1998 Second Lien Bonds bearing interest at a Fixed Rate, and if so directed in writing by the City, the Trustee shall make drawings under such Letter of Credit in accordance with paragraph (c) of this Section 5.5 rather than this paragraph (d).

Section 5.6. Alternate Letter of Credit

(a) Upon not less than 30 days' written notice to the Trustee, the Remarketing Agent and the Bank, and the satisfaction of conditions specified in this Section 5.6, the City may deliver to the Trustee an irrevocable Letter of Credit for the 1998 Second Lien Bonds in substitution for the Letter of Credit then held by the Trustee. Upon receipt of notice from the City that it intends to deliver an Alternate Letter of Credit to the Trustee, the Trustee shall give Notice by Mail to Bondholders of the intended delivery of such Alternate Letter of Credit (which notice shall be given not less than 15 days prior to the proposed delivery date of this Indenture).

(b) Any Alternate Letter of Credit for the 1998 Second Lien Bonds shall be an irrevocable Letter of Credit issued by one or more commercial banks having the same material terms and provisions as the Letter of Credit delivered upon the original issuance of such 1998 Second Lien Bonds.

(c) On or prior to the date of delivery of an Alternate Letter of Credit the 1998 Second Lien Bonds to the Trustee, there shall be delivered to the Trustee (i) written evidence from Moody's, if such 1998 Second Lien Bonds are rated by Moody's, and from S&P, if such 1998 Second Lien Bonds are rated by S&P, in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on such 1998 Second Lien Bonds from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of the Bank issuing such Alternate Letter of Credit.

(d) An Alternate Letter of Credit may not be delivered while any of such 1998 Second Lien Bonds bear interest at a Short-Term Intermediate Rate unless the effective date of such Alternate Letter of Credit coincides with an Interest Payment Date for all 1998 Second Lien Bonds of such Series that bear interest at a Short-Term Intermediate Rate.

(e) Upon delivery of an Alternate Letter of Credit to the Trustee satisfying the requirements of this Section 5.6, the Trustee shall accept such Alternate Letter of Credit and concurrently surrender the existing Letter of Credit to the Bank for cancellation. If the existing Letter of Credit and the Alternate Letter of Credit are contemporaneously effective for any period, any draws made during such period shall be made under the Alternate Letter of Credit.

Section 5.7. 1998 Second Lien Bonds Not Presented for Payment

(a) If any 1998 Second Lien Bonds shall not be presented for payment when the principal of such 1998 Second Lien Bonds becomes due, either at maturity or at the date fixed for redemption of this Indenture or otherwise, if moneys sufficient to pay such 1998 Second Lien Bonds are held by the Trustee for the benefit of the Bondholders of such 1998 Second Lien Bonds, the Trustee shall segregate and hold such moneys in a trust account separate and apart from the other funds and accounts held under this Indenture, without liability for interest on such moneys, for the benefit of such Bondholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature under this Indenture. Any such moneys shall be invested in conformity with the provisions of paragraph (d) of Section 5.4 of this Indenture relating to moneys in the Letter of Credit Fund.

(b) Any moneys which the Trustee shall segregate and hold in trust for the payment of the principal or purchase price of or interest on any 1998 Second Lien Bond and which shall remain unclaimed for two years after such principal or purchase price or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Trustee, be paid to the City. After the payment of such unclaimed moneys to the City, the holder of such 1998 Second Lien Bond shall thereafter look only to the City for the payment of such 1998 Second Lien Bonds, unless an abandoned property law designates another person, and all liability of the Trustee and the Bank with respect to such moneys shall thereupon cease.

ARTICLE VI.

GENERAL COVENANTS OF CITY

Section 6.1. Equality of 1998 Second Lien Bonds. Except as otherwise specifically provided in Section 5.1(b), all 1998 Second Lien Bonds authorized under this Indenture shall be on a parity and rank equally without preference, priority or distinction over any other Series of 1998 Second Lien Bonds as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth in this Indenture to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all 1998 Second Lien Bonds. The City covenants that it will not issue any obligations with a claim for payment or secured by the Second Lien Bond Revenues or, except as otherwise provided in Section 6.5 of this Indenture, any other moneys pledged in this Indenture having priority over or, except for Second Lien Parity Bonds, being on a parity with the 1998 Second Lien Bonds.

Section 6.2. Punctual Payment. The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all 1998 Second Lien Bonds in strict conformity with the terms of such 1998 Second Lien Bonds and of this Indenture, and that it will faithfully observe and perform all the conditions, covenants and requirements of the Series 1998 Bond Ordinance, this Indenture and of the 1998 Second Lien Bonds issued or incurred under them.

Section 6.3. Maintenance and Continued Operation of Sewer System. The City will maintain the Sewer System in good repair and working order, will continuously operate it on a Fiscal Year basis, and will punctually perform all duties with respect to the Sewer System required by the Constitution and laws of the State.

So long as the 1998 Second Lien Bonds are Outstanding, the City will continue to operate the Sewer System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this Indenture.

Section 6.4. Rate Covenant. The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Sewer System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and applicable redemption premium and interest on all Senior Lien Bonds and all Second Lien Bonds then Outstanding from time to time, to establish and maintain the Bond Principal and Interest Account and the Bond Debt Service Reserve Account as may be covenanted in the Senior Lien Bond Ordinances and to establish and maintain the Principal and Interest Account and the Debt Service Reserve Account as required by this Indenture, which Net Revenues Available for Bonds shall each Fiscal Year at least equal 100 percent of the sum of (i) the amount required to pay promptly when due the Aggregate Senior Lien Debt Service for the Fiscal Year on all Senior Lien Bonds then Outstanding and (ii) the amount required to pay promptly when due the Aggregate Second Lien Debt Service for the Fiscal Year on all Second Lien Bonds then Outstanding. These fees, charges and rates shall not be reduced while any 1998 Second Lien Bonds are Outstanding below the level necessary to ensure compliance with the covenants of this Section 6.4.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall

prepare or cause to be prepared a rate study for the Sewer System identifying the rate changes necessary to comply with the rate covenant and the Office of the Budget and Management of the City and the Chief Financial Officer shall recommend appropriate action to the City Council to comply with this rate covenant.

Section 6.5. Issuance of Second Lien Parity Bonds.

(a) As long as there are any Outstanding 1998 Second Lien Bonds, the City may issue Second Lien Parity Bonds for any lawful purpose of the Sewer System, including to refund Outstanding Senior Lien Bonds, Second Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Second Lien Bonds, upon compliance with the following conditions:

(i) the funds required to be transferred to the Principal and Interest Account and the Debt Service Reserve Account shall have been transferred in full up to the date of delivery of such Second Lien Parity Bonds; and

(ii) Net Revenues Available for Bonds for the last completed Fiscal Year prior to the issuance of the Second Lien Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues Available for Bonds for such last completed Fiscal Year, adjusted as described below, shall equal at least 100 percent of the sum of (A) the maximum Aggregate Senior Lien Debt Service for any Fiscal Year following the issuance of the proposed Second Lien Parity Bonds and (B) the maximum Aggregate Second Lien Debt Service for any Fiscal Year following the issuance of the proposed Second Lien Parity Bonds, computed on a *pro forma* basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery. Net Revenues Available for Bonds may be adjusted as follows for purposes of this paragraph (ii):

(1) if prior to the issuance of such Second Lien Parity Bonds, the City shall have enacted an increase in the rates of the Sewer System from the rates in effect for such last completed Fiscal Year, Net Revenues Available for Bonds may be adjusted to reflect the Net Revenues Available for Bonds for such last completed Fiscal Year as they would have been had the increased rates been in effect during all of that last completed Fiscal Year; and

(2) any such adjustment shall be evidenced by a certificate of the Chief Financial Officer.

For purposes of calculating the adjustment described in this paragraph (ii), any rate increase enacted by the City and scheduled to take effect in a future Fiscal Year may be reflected in Net Revenues Available for Bonds for purposes of calculating debt service coverage for that and each succeeding Fiscal Year.

If during the first six months of a Fiscal Year, an audit of the Sewer System for the preceding Fiscal Year by an independent certified public accountant is not available, the conditions of paragraph (ii) shall be deemed to have been satisfied if both (A) Net Revenues Available for Bonds for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in this paragraph (ii), and (B) Net Revenues Available for Bonds for the preceding Fiscal Year (as estimated by the Chief Financial

Officer), adjusted as described in this paragraph (ii), shall equal at least 100 percent of the sum of (A) the maximum Aggregate Senior Lien Debt Service for any Fiscal Year following the issuance of the proposed Second Lien Parity Bonds and (B) the maximum Aggregate Second Lien Debt Service for any Fiscal Year following the issuance of the proposed Second Lien Parity Bonds, computed on a *pro forma* basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery.

(b) The City may issue Second Lien Parity Bonds without complying with either the requirements of paragraph (a)(ii) of this Section 6.5:

(i) to pay, redeem or refund Senior Lien Bonds or Second Lien Bonds if in the judgment of the City there will be no money available to make payments of interest on or principal of those Senior Lien Bonds or Second Lien Bonds (at maturity or on Sinking Fund Payments dates) as such amounts become due; and

(ii) to pay, redeem or refund any Senior Lien Bonds or Second Lien Bonds if the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service after the issuance of the Second Lien Parity Bonds and the payment, redemption or refunding of such Senior Lien Bonds or Second Lien Bonds will not be in excess of the sum of the Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service prior to the issuance of the Second Lien Parity Bonds in each Fiscal Year in which there was to be any Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service on those prior Outstanding Senior Lien Bonds or Second Lien Bonds.

(c) Other obligations, including bonds, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Second Lien Bonds.

Section 6.6. Against Pledge of Revenues. The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 2.2 of this Indenture, other than Second Lien Parity Bonds, and shall not create or cause to be created any lien or charge on Net Revenues Available for Bonds, or on any amounts pledged for the benefit of owners of 1998 Second Lien Bonds under this Indenture, other than the pledge contained in Section 2.2 of this Indenture, provided that neither this Section nor any other provision of this Indenture shall prevent the City from (a) issuing Senior Lien Bonds, (b) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Net Revenues Available for Bonds to be derived on and after such date as the pledge contained in Section 2.2 of this Indenture shall be discharged and satisfied as provided in Section 9.1, or (c) from issuing bonds, notes or other evidences of indebtedness which are payable out of, or secured by, the pledge of amounts which may be withdrawn from or secured by, the pledge of amounts which may be withdrawn from the Second Lien Bond Account so long as such pledge is expressly junior and subordinate to the pledge contained in Section 2.2 of this Indenture.

Section 6.7. Repairs, Replacements, Additions, Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Sewer System so that the Sewer System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Sewer System shall be at all times fully maintained.

Section 6.8. Control and Operation of Sewer System. The City will establish such rules and regulations for the control and operation of the Sewer System as are necessary for the safe, lawful, efficient and economical operation of the Sewer System.

Section 6.9. Indenture to Constitute Contract. In consideration of the purchase and acceptance of the 1998 Second Lien Bonds of a Series by the holders from time to time of such 1998 Second Lien Bonds, the provisions of this Indenture shall constitute a contract among the City, the Trustee and the holders from time to time of the 1998 Second Lien Bonds.

Section 6.10. Performance of Covenants; Authority. The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every 1998 Second Lien Bond executed, authenticated and delivered under this Indenture, in the Reimbursement Agreement, in the Letter of Credit Note and in the Remarketing Agreement, and in all proceedings pertaining to this Indenture.

Section 6.11. Arbitrage and Tax Exemption Covenants.

(a) The City will not direct or permit any action which (or fail to take any action the failure of which) would cause any 1998 Second Lien Bond to be an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations under that Code as promulgated and as amended from time to time and as applicable to the 1998 Second Lien Bonds.

(b) The covenants and agreements of the City set forth in this Section 6.11 shall apply as long as any of the 1998 Second Lien Bonds continue to bear interest (whether or not they are Outstanding Bonds within the meaning of this Indenture) and shall also apply after the 1998 Second Lien Bonds cease to bear interest but only within such subsequent period as shall be required for the City to comply with the covenants of this Section 6.11.

(c) The City (i) will take all actions that are necessary to be taken (and avoid taking any action that it is necessary to avoid being taken) so that interest on the 1998 Second Lien Bonds will not be or become subject to federal income taxation under present law, and (ii) will take all actions reasonably within its power to take that are necessary to be taken (and avoid taking any actions that are reasonably within its power to avoid taking and that it is necessary to avoid) so that interest on the 1998 Second Lien Bonds will not be or become includible in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(d) The City will, without limitation, (i) to the extent required by the Internal Revenue Code of 1986, as amended, restrict the yield on investments of amounts received upon the sale of the 1998 Second Lien Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts that may be received as interest or other investment earnings on Accounts of the Sewer Revenue Fund, all as shall be necessary to comply with this Section. The City shall also make or cause to be made identifiable investments of amounts allocable to the 1998 Second Lien Bonds as shall be necessary or appropriate to be able to ascertain the amounts that may be required so to be rebated to the United States of America. The City shall from time to time determine the amounts in Accounts of the Sewer Revenue Fund that shall be subject so to be rebated and those amounts from time to time shall be held by the City in the Rebate Account for the 1998 Second Lien Bonds and shall be rebated to the United States of America in the amounts and at the times as required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Sewer Revenue Fund and its accounts and accounts and sub-accounts established by this Indenture may be applied, and,

for purposes of computing the balance in the Sewer Revenue Fund and such various accounts shall be disregarded.

(e) The City will not take any of the following actions without in each such event obtaining the opinion of nationally recognized bond counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Indenture and will not make compliance with those covenants impossible: (i) defease any 1998 Second Lien Bonds; (ii) sell, lease or otherwise dispose of any material portion of the Sewer System; (iii) enter into or amend any short-term or long-term contract for sewer service by the City other than pursuant to general rates charged to the general public; or (iv) enter into or amend any contract or arrangement for persons other than its employees to manage the Sewer System.

(f) The provisions of this Section 6.11 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any 1998 Second Lien Bonds other than with proceeds or other amounts available under this Indenture.

Section 6.12. Registered Owner Remedy. Any Registered Owner of a 1998 Second Lien Bond may proceed by civil action to compel performance of all duties required by this Indneture, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of Gross Revenues as provided by this Indenture.

ARTICLE VII.

APPOINTMENT AND DUTIES OF TRUSTEE AND REMARKETING AGENT

Section 7.1. Appointment of Trustee The City appoints _____, Chicago, Illinois, as Trustee, for the purposes and upon the express terms and conditions set forth in this Indenture. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City and the Bondholders by its delivery and their acceptance of delivery of any of the 1998 Second Lien Bonds of a Series agree to the terms set forth in this Indenture.

Section 7.2. No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the 1998 Second Lien Bonds, save only the Trustee's authentication upon the 1998 Second Lien Bonds, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of this Indenture this Indenture. Nothing contained in this Section 7.2 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

Section 7.3. Limitations on Liability. The Trustee may execute any of the trusts or powers of this Indenture and perform the duties required under this Indenture by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty under this Indenture, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. The Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created by this Indenture, except only for its own negligence or bad faith. The Trustee shall not be accountable for the use or application of the proceeds of any of the 1998 Second Lien Bonds issued under this Indenture.

Section 7.4. Compensation, Expenses and Advances. The Trustee shall be entitled to reasonable compensation for its services rendered under this Indenture (not limited by any provision of law in regard to the compensation of the Trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of its agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default under this Indenture. Nothing contained in this Section 7.4 shall limit or restrict the obligations of the Trustee (i) to draw upon the Letter of Credit at the times and in the manner required under this Indenture or (ii) apply the proceeds of such draws to the payment of the principal of, redemption or purchase price, and interest on the 1998 Second Lien Bonds as required in this Indenture and in the 1998 Second Lien Bonds.

Section 7.5. Trustee to Maintain Office. If the City has discontinued the use of a book-entry only system, the Trustee shall maintain an office in New York, New York, where 1998 Second Lien Bonds of a Series bearing interest ina Short-Term Rate may be presented for payment of the principal amount of such 1998 Second Lien Bonds upon maturity, redemption or tender.

Section 7.6. Good Faith Reliance. The Trustee in the absence of bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements; provided that the Trustee shall not be so protected if the Trustee has actual knowledge with respect to such matters to the contrary.

Neither the Trustee nor the Remarketing Agent for the 1998 Second Lien Bonds of a Series shall be bound to recognize any person as a Bondholder of 1998 Second Lien Bonds of such Series or to take any action at the request of such person unless satisfactory evidence of the ownership of such 1998 Second Lien Bond shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by its Chief Financial Officer. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by the Chief Financial Officer.

Section 7.7. Dealings in 1998 Second Lien Bonds and with City. The Trustee, each of the Banks and each of the Remarketing Agents, in their individual capacities, may buy, sell, own, hold and deal in any of the 1998 Second Lien Bonds issued under this Indenture for their own account or that of any other person, and may join in any action which any Bondholder may be entitled to take with like effect as if they did not act in any capacity under this Indenture. The Trustee, each of the Banks and each of the Remarketing Agents, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Bondholders secured by this Indenture or other obligations of the City as freely as if they did not act in any capacity under this Indenture.

Section 7.8. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and filing the same with the City, each of the Remarketing Agents and each of the Banks, not less than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not less than 21 days prior to such resignation date, to the holders of Outstanding 1998 Second Lien Bonds. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as in this Indenture after provided, and (ii) the resigning Trustee transfers and assigns each Letter of Credit in accordance with its terms to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer and assignment of the Letters of Credit. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of such notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 7.12 of this Indenture.

Section 7.9. Removal of Trustee. The Trustee may be removed by the City at any time by filing with the Trustee, each of the Remarketing Agents and each of the Banks, an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective 30 days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided that no such removal shall be effective until the successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture; and provided further, that the Trustee shall transfer and assign each Letter of Credit to the successor Trustee upon such removal.

Section 7.10. Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall immediately and *ipso facto* exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, each of the Remarketing Agents and each of the Banks, and shall cause Notice by Mail to be given to all Bondholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment and the predecessor Trustee shall have transferred the Letter of Credit to the successor Trustee in accordance with its terms.

Section 7.11. Qualifications of Successor Trustee. Every successor Trustee shall be a commercial bank with trust powers or a trust company other than any issuer of a Letter of Credit (a) duly organized under the laws of the United States or any state or territory of the United States, (b) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (c) capable of meeting its obligations under this Indenture.

Section 7.12. Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may immediately apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 7.11 of this Indenture.

Section 7.13. Acceptance of Trusts by Successor Trustee. In order to evidence the acceptance of the position of Trustee under this Indenture, any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust under this Indenture, with like effect as if originally named Trustee in this Indenture. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts under this Indenture of such predecessor Trustee and, subject to the provisions of Section 7.4 of this Indenture, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it under this Indenture.

Section 7.14. Successor by Merger or Consolidation. Any corporation into which any Trustee under this Indenture may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee under this Indenture shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties to this Indenture, anything in this Indenture to the contrary notwithstanding.

Section 7.15. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person would use and exercise under the circumstances in the conduct of his or her own affairs; provided that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts created by this Indenture, or to institute, appear in or defend any suit or other proceeding in connection with such execution or enforcement, unless requested in writing so to do by Bondholders of at least a majority in aggregate principal amount of the 1998 Second Lien Bonds then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee.

Except as otherwise provided in this Indenture, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. Nothing in this Section 7.15 shall permit the Trustee to delay the exercise of any mandatory power or direction under this Indenture, including but not limited to, giving of notice of mandatory tender or redemption or drawing upon the Letter of Credit at the times and in the manner set forth in this Indenture.

Section 7.16. Duties of the Trustee. The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Chief Financial Officer and the Bank as shall be reasonably requested in writing by the Chief Financial Officer or the Bank.

Section 7.17. Remarketing Agent. The City shall appoint a Remarketing Agent for the 1998 Second Lien Bonds bearing interest at a Short-Term Rate for the purposes and upon the express terms set forth in the Remarketing Agreement. The initial Remarketing Agent is _____.

Upon 30 Business Days' written notice, a Remarketing Agent for the 1998 Second Lien Bonds may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of a Remarketing Agent, such Remarketing Agent shall pay over, assign and deliver any moneys and 1998 Second Lien Bonds held by it in such capacity to its successor or, if there is no successor, to the Trustee.

If the City shall fail to appoint a Remarketing Agent for the 1998 Second Lien Bonds, or in the event that a Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of a Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for such 1998 Second Lien Bonds for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by a Remarketing Agent or successor Remarketing Agent as the case may be; provided that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell 1998 Second Lien Bonds or to perform the duties set forth in Sections 2.4 or 2.5 of this Indenture.

ARTICLE VIII.

AMENDMENTS TO THIS INDENTURE

Section 8.1. Limitations on Amendments to this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the 1998 Second Lien Bonds except as provided in and in accordance with and subject to the provisions of this Article VIII.

Section 8.2. Amendments Without Bondholder Consent.

(a) The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, but upon notice to and with the written consent of the Banks, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the issuance of 1998 Second Lien Bonds or other evidences of indebtedness;

(iii) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as to heretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iv) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as to this Indenture in effect;

(v) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;

(vi) to authorize a different denomination or denominations of the 1998 Second Lien Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of 1998 Second Lien Bonds of different denominations, redemptions of portions of 1998 Second Lien Bonds of particular denominations and similar amendments and modifications of a technical nature;

(vii) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(viii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders or the Bank and which does not involve a change described in clause (i), (ii) or (iii) of Section 8.3(a) of this Indenture and which, in the judgment of the Trustee (which may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and the Trustee shall amend this Indenture pursuant to this Section 8.2, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms of this Indenture, will, upon the adoption of this Indenture, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any 1998 Second Lien Bonds from the gross income of the owners of 1998 Second Lien Bonds for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

Section 8.3. Amendments with Bondholder Consent.

(a) Except for any amendment adopted pursuant to Section 8.2 of this Indenture, subject to the terms and provisions contained in this Section and not otherwise, the City and the Trustee may, from time to time, with the written consent of all of the Banks and the consent of Bondholders of not less than 60 percent in aggregate principal amount of the 1998 Second Lien Bonds then Outstanding (excluding therefrom any 1998 Second Lien Bonds then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bank and the Bondholders of all the 1998 Second Lien Bonds then Outstanding, nothing in this Indenture contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding 1998 Second Lien Bond, a change in the terms of the purchase of this Indenture by the Trustee, or a reduction in the principal amount or redemption price of any Outstanding 1998 Second Lien Bond or the rate of interest on such 1998 Second Lien Bonds, or (ii) a preference or priority of any 1998 Second Lien Bond or 1998 Second Lien Bonds over any other 1998 Second Lien Bond or 1998 Second

Lien Bonds, or (iii) a reduction in the aggregate principal amount of 1998 Second Lien Bonds, the consent of the Bondholders of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of the Section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Bondholders owning Outstanding 1998 Second Lien Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy of this Indenture is on file at the Principal Office of the Trustee for inspection by all Bondholders.

(c) Within six months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of the Bondholders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms of this Indenture and, upon the execution and delivery of this Indenture, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any 1998 Second Lien Bonds entitled to such exclusion from the gross income of the owners of this Indenture for federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Bondholders of not less than the percentage of 1998 Second Lien Bonds required by this Section shall have consented to and approved the execution and delivery of a Supplemental Indenture as provided in this Indenture, no Bondholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained in such Supplemental Indenture or the operation of such Supplemental Indenture, or in any manner question the propriety of the execution and delivery of such Supplemental Indenture, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions of such Supplemental Indenture.

Section 8.4. Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Bank and all Bondholders owning 1998 Second Lien Bonds then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. Defeasance.

(a) If the City shall pay or cause to be paid to the Bondholders of all outstanding 1998 Second Lien Bonds, the principal or and interest to become due on the 1998 Second Lien Bonds, at the times and in the manner stipulated in the 1998 Second Lien Bonds and in this Indenture, then the pledge of any moneys, securities, funds and property pledged by this Indenture and all other rights granted by this Indenture shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence

such discharge and satisfaction, and the Trustee shall pay over or deliver all moneys or securities held by it pursuant to this Indenture which are not required for the payment or redemption of 1998 Second Lien Bonds theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Outstanding 1998 Second Lien Bonds the principal of and interest due or to become due on such 1998 Second Lien Bonds, at the times and in the manner stipulated in the 1998 Second Lien Bonds and in this Indenture, such 1998 Second Lien Bonds shall cease to be entitled to any benefit or security under this Indenture and all covenants, agreements and obligations of the City to the owners of such 1998 Second Lien Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) All Outstanding 1998 Second Lien Bonds that bear interest at a Fixed Rate shall, prior to the maturity or redemption date of such 1998 Second Lien Bonds, be deemed to have been paid as meant and with the effect expressed in paragraph (a) of this Section if (i) in case any of said 1998 Second Lien Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article IV notice of redemption on said date of such notice, (ii) there shall have been deposited with or held by the Trustee either moneys in an amount which shall be sufficient, or noncallable, nonprepayable Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with or held by the Trustee at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said 1998 Second Lien Bonds on and prior to the redemption date or maturity date of such 1998 Second Lien Bonds, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee, and (iii) in the event said 1998 Second Lien Bonds do not mature and are not by their terms subject to redemption with the next succeeding 60 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, by first class mail, postage prepaid a notice to the Owners of such 1998 Second Lien Bonds that the deposit required by (ii) above has been made with the Trustee and that said 1998 Second Lien Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and interest on said 1998 Second Lien Bonds. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said 1998 Second Lien Bonds; but any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said 1998 Second Lien Bonds on and prior to such redemption date or maturity date of such 1998 Second Lien Bonds, as the case may be, and interest earned from such reinvestments shall be paid over to the City free and clear of any trust, lien or pledge, subject to any rights of the Banks under their respective Reimbursement Agreements.

(c) Upon the payment or the provision for payment of the 1998 Second Lien Bonds in accordance with this Section 9.1, the Trustee shall return each Letter of Credit to the Bank which used such Letter of Credit.

Section 9.2. Parties in Interest. Except as otherwise specifically provided in this Indenture, nothing express or implied in this Indenture is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Banks, the Trustee and the Bondholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Banks, the Trustee and the Bondholders.

Section 9.3. Severability. In case any one or more of the provisions of this Indenture or of the 1998 Second Lien Bonds issued under this Indenture shall, for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such 1998 Second Lien Bonds, and this Indenture and such 1998 Second Lien Bonds shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained in this Indenture or such 1998 Second Lien Bonds.

Section 9.4. No Personal Liability of Officials of City. No covenant or agreement contained in the 1998 Second Lien Bonds or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the 1998 Second Lien Bonds shall be liable personally on the 1998 Second Lien Bonds, the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the 1998 Second Lien Bonds or the execution and delivery of the 1998 Second Lien Bonds, the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement.

Section 9.5. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 9.6. Governing Law. The laws of the State shall govern the construction and enforcement of this Indenture and of all 1998 Second Lien Bonds issued under this Indenture.

Section 9.7. Notices.

(a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Chief Financial Officer's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Chief Financial Officer; if to the Trustee, at _____, Attention: _____; if to the Remarketing Agent, other than with respect to tenders, at the address designated to the City by the Remarketing Agent and, with respect to tenders, at such other or similar address as shall be designated to the City by the Remarketing Agent; and if to the Bank, at the address designated to the City in the Reimbursement Agreement to which it is a party. Any of the foregoing may, by notice given under this Indenture to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent under this Indenture, including without limitation, telephonic, facsimile or other similar forms of notice.

(b) The City promptly shall give notice of (i) the designation of any successor Trustee, (ii) the termination or expiration of any Letter of Credit, (iii) any intention to deliver an Alternate Letter of Credit as provided in Section 5.6 of this Indenture, (iv) any proposed amendment to this Indenture, (v) any amendment to a Letter of Credit, Reimbursement Agreement or Remarketing Agreement which, in the opinion of the City or the Trustee is deemed to be a material change, (vi) any replacement of a Remarketing Agent, (vii) any redemption or purchase for cancellation of all the 1998 Second Lien Bonds or (viii) any change in the Interest Rate Determination Method for the 1998 Second Lien Bonds (or Sub-Series, if applicable) directly to: Moody's Investors Service, 99 Church Street,

New York, New York 10007, Attention: Public Finance Department -- Structured Finance Group, and to Standard & Poor's Ratings Services, Attention: Municipal Department, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

Section 9.8. Business Days and Times. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 9.9. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part of this Indenture, is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be controlling. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the other provisions of this Indenture.

Section 9.10. References to Bank Ineffective During Certain Periods. During any period of time in which (a) a Letter of Credit or Alternate Letter of Credit is not in effect and (b) no amounts secured under this Indenture with respect to such Series of 1998 Second Lien Bonds remain unreimbursed to the Bank under the Reimbursement Agreement, references in this Indenture to the Bank shall be ineffective.

IN WITNESS WHEREOF, The City of Chicago has caused this Indenture to be executed by its Chief Financial Officer, attested by its City Clerk and its corporate seal to be affixed to this Indenture; and _____, as Trustee, has caused this Indenture to be executed by one of its Authorized Signatories, attested by one of its Authorized Signatories and its corporate seal to be affixed to this Indenture, all as of the day and year first above written.

CITY OF CHICAGO

_____

Chief Financial Officer

[Seal]

Attest:

City Clerk

_____, as Trustee

_____

Title: _____

[Seal]

Attest:

Title: _____

(Sub)Exhibit "A" referred to in this Form of 1998 Second Lien Bonds Indenture (Variable Rate) reads as follows:

(Sub)Exhibit "A".
(To Form Of 1998 Second Lien Bonds Indenture (Variable Rate))
Form Of 1998 Second Lien Bond.

A. Forms Generally. The 1998 Second Lien Bonds, the Certificate of Authentication and the Form of Assignment to be printed on each of the 1998 Second Lien Bonds shall be substantially in the forms set forth in this Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such 1998 Second Lien Bonds as evidenced by their execution of this Indenture. Any portion of the text of any 1998 Second Lien Bonds may be set forth on the reverse of such 1998 Second Lien Bond, with an appropriate reference to this Indenture on the face of the 1998 Second Lien Bond.

The definitive 1998 Second Lien Bonds shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such 1998 Second Lien Bonds as evidenced by their execution of this Indenture, but any temporary 1998 Second Lien Bond may be typewritten or photocopied or otherwise reproduced.

B. Form of 1998 Second Lien Bond.

(Front Side)

Registered
No._____

Principal Amount
$_____

CUSIP
No. _____

United States of America

State of Illinois

City of Chicago

Second Lien Wastewater Transmission Revenue Bond

Refunding Series 1998

Maturity
Date:_____

Date of
Original Issue:_____

Interest Rate
Determination Method:

Interest Rate
(Fixed Rate Only):

Registered Owner:

Principal Amount:

The City of Chicago (the *"City"*) by this 1998 Second Lien Bond acknowledges itself to owe and, for value received, by this Indenture promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to in this 1998 Second Lien Bond as the Bondholder), on the Maturity Date (identified above), unless this 1998 Second Lien Bond shall have

been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided in this 1998 Second Lien Bond and in the Indenture (as defined below), upon the presentation and surrender of this 1998 Second Lien Bond as set forth below, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount or redemption price has been made or duly provided for at the rates and on the dates set forth in this 1998 Second Lien Bond. This 1998 Second Lien Bond, or a portion of this 1998 Second Lien Bond, shall be purchased on the demand of the Bondholder as described below. The principal and redemption price of this 1998 Second Lien Bond are payable at the principal corporate trust office of _____, in the City of Chicago, Illinois, or its successors or assigns, as Trustee (the *"Trustee"*). The interest so payable on any Interest Payment Date (as defined below) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this 1998 Second Lien Bond is registered at the close of business on the Record Date (as defined below) preceding such Interest Payment Date. Interest on this 1998 Second Lien Bond is payable by the Trustee in the manner provided in the Indenture.

Reference is made by this 1998 Second Lien Bond to the further provisions of this 1998 Second Lien Bond set forth on the reverse of this 1998 Second Lien Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is by this 1998 Second Lien Bond certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this 1998 Second Lien Bond, do exist, have happened and have been performed in regular and due form and time as required by law.

IN WITNESS WHEREOF, the City of Chicago has caused the seal of that City to be impressed or reproduced on this 1998 Second Lien Bond and this 1998 Second Lien Bond to be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

CITY OF CHICAGO

(manual or facsimile signature)_____
Mayor

[Seal]

Attest:

(manual or facsimile signature)_____
City Clerk

Dated:

CERTIFICATE OF AUTHENTICATION

This is to certify that this 1998 Second Lien Bond is one of the 1998 Second Lien Bonds described in the within mentioned Indenture.

_____,
as Trustee

By: _____
Authorized Signature

Date: _____

(DTC LEGEND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use of this Indenture for value or otherwise by or to any person is wrongful inasmuch as the registered owner of this Indenture, Cede & Co., has an interest in this Indenture.

(Form Of 1998 Second Lien Bond - Reverse Side).

1. **Authorization.** This 1998 Second Lien Bond is one of the duly authorized 1998 Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 1998, of the City of Chicago (the "*1998 Second Lien Bonds*"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, a Trust Indenture dated as of _____ 1, 1998, from the City to the Trustee (the "*Indenture*"), for the purposes of (a) refunding in advance of maturity [a portion of] the City's outstanding wastewater transmission revenue bonds, (b) paying Costs of Issuance [and costs of acquiring a Debt Service Reserve Account Credit Instrument for the 1998 Second Lien Bonds or making a deposit in the Debt Service Reserve Account] and (c) providing for discount on the 1998 Second Lien Bonds.

2. **Definitions.** Any term used but not defined in this 1998 Second Lien Bond shall be defined as in the Indenture.

3. **Source of Payments.** The City has caused to be delivered to the Trustee an irrevocable letter of credit (the "*Letter of Credit*") of _____ (the "*Bank*"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms at the close of business of the Bank on _____ __, ____. The Trustee shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal amount of the 1998 Second Lien Bonds, or (ii) to enable the Trustee to pay the purchase price or the portion of the purchase price equal to the principal amount of the 1998 Second Lien Bonds delivered to it for purchase, plus (b) an amount not less than __ days' interest on the 1998 Second Lien Bonds (calculated at the rate of _____ percent (___%) per annum) (i) to pay interest on the 1998

Second Lien Bonds or (ii) to enable the Trustee to pay the portion of the purchase price of the 1998 Second Lien Bonds delivered to it equal to the accrued interest, if any, on such 1998 Second Lien Bonds. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Trustee of an Alternate Letter of Credit, and upon conversion of the Interest Rate on any 1998 Second Lien Bonds to a Fixed Rate, such 1998 Second Lien Bonds may, but are not required to, be secured by a Letter of Credit.

The 1998 Second Lien Bonds shall be legal, valid and binding limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from Second Lien Bond Revenues and certain other moneys and securities held by the Trustee under the provisions of the Indenture, and shall be valid claims of their owners only against the funds and assets and other money held by the Trustee with respect to the 1998 Second Lien Bonds and against Second Lien Bond Revenues, all on an equal and ratable basis with any Second Lien Parity Bonds which may be issued from time to time. The 1998 Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City.

4. **Interest Rate.** Interest on this 1998 Second Lien Bond will be paid at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate as determined by the City in accordance with the provisions of the Indenture. The City, acting through its Chief Financial Officer, or in certain cases, the Remarketing Agent, may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the 1998 Second Lien Bonds (see *"Tenders"* below). Distinct portions of the aggregate principal amount of the 1998 Second Lien Bonds (referred to in this 1998 Second Lien Bond as a *"Sub-Series"*) may bear interest at a Weekly Rate, a Short-Term Intermediate Rate or a Fixed Rate and one or more other distinct portions of the aggregate principal amount of the 1998 Second Lien Bonds may bear interest at a different Short-Term Rate or a Fixed Short-Term Intermediate Rate, and in addition, distinct Sub-Series of the 1998 Second Lien Bonds bearing interest at a Short-Term Intermediate Rate may bear interest at distinct Short-Term Intermediate Rates for distinct Short-Term Intermediate Rate Periods, all as set forth in the Indenture.

When interest on any 1998 Second Lien Bonds is payable at a Weekly Rate or Short-Term Intermediate Rate it will be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable, and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months.

5. **Interest Payment and Record Dates.** Interest will accrue on the unpaid portion of the principal of this 1998 Second Lien Bond from the last date to which interest has been paid, or if no interest has been paid, from the date of the original issuance of the 1998 Second Lien Bonds until the entire principal amount of this 1998 Second Lien Bond is paid. When interest is payable at the rate in the first column below, interest accrued during the period (an *"Interest Period"*) set forth in the second column will be paid on the date (an *"Interest Payment Date"*) set forth in the third column to Bondholders of record on the date (a *"Record Date"*) set forth in the fourth column:

Rate	Interest Period	Interest Payment Date	Record Date
Weekly	From any Interest Payment Date or the first day on which 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Weekly Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day before the Interest Payment Date
Commercial Paper	From 1 to 366 days as determined for 1998 Second Lien Bonds (or Sub-Series, if applicable) pursuant to the Indenture (*"Short-Term Intermediate Rate Period"*)	First Business Day immediately following the applicable Short-Term Intermediate Rate Period and at maturity	Last Business Day before the Interest Payment Date
Fixed	From any Interest Payment Date or the first day on which 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Fixed Rate through each succeeding June 30, December 31 or the day preceding the Maturity Date for the 1998 Second Lien Bonds	The day following the end of the Interest Period	The fifteenth day of June or December preceding the Interest Payment Date and the fifteenth day of the month in which the Maturity Date occurs

The term *"Business Day"* is defined in the Indenture.

6. **Method of Payment.** Bondholders must surrender 1998 Second Lien Bonds to the Trustee to collect principal or the redemption price (see *"Tenders"* below). All payments of interest on the 1998 Second Lien Bonds shall be paid by the Trustee to Bondholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, as to 1998 Second Lien Bonds bearing interest at a Weekly Rate or a Short-Term Intermediate Rate in immediately available funds pursuant to instructions given in accordance with the provisions of the Indenture, or during such period as any 1998 Second Lien Bonds bear interest at a Weekly Rate or a Short-Term Intermediate Rate, if no instructions are given as provided above, and during a period when any 1998 Second Lien Bonds bear interest at a Fixed Rate, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled to this Indenture at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal 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 any 1998 Second Lien Bonds is due on a day other than a Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. **Tenders.** *"Tender"* means to require, or the act of requiring, the purchase of a 1998 Second Lien Bond under the provisions of this Paragraph 7 at 100 percent of the principal amount of such 1998 Second Lien Bond plus accrued interest, if any, to the date of purchase.

(a) Optional Weekly Rate Tender. When interest on any 1998 Second Lien Bonds (or Sub-Series, if applicable) is payable at a Weekly Rate, a holder of such 1998 Second Lien Bond may tender such 1998 Second Lien Bond or portion of such 1998 Second Lien Bond, provided that such portion is in an Authorized Denomination, by delivering:

(i) an irrevocable written notice to the Trustee and the Remarketing Agent (see addresses below) by 4:00 P.M., New York City time, on a Business Day, stating the principal amount of the 1998 Second Lien Bond and the purchase date (which must be a Business Day not less than seven days following the date of such notice); and

(ii) the 1998 Second Lien Bond to the Trustee (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below), or while the 1998 Second Lien Bonds are in book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made.

BONDS NOT SO TENDERED ON THE APPLICABLE OPTIONAL TENDER DATE PURSUANT TO PARAGRAPH (a) ABOVE SHALL BE DEEMED TENDERED BY THE BONDHOLDER OF SUCH 1998 SECOND LIEN BOND AS OF SUCH DATE AND SUCH BONDS SHALL THEREAFTER CEASE TO BEAR INTEREST PROVIDED FUNDS FOR THE PAYMENT OF THE PURCHASE PRICE OF SUCH BONDS HAVE BEEN DEPOSITED WITH THE TRUSTEE.

(b) Mandatory Tenders. 1998 Second Lien Bonds (or Sub-Series, if applicable) are required to be tendered to the Trustee for purchase at a purchase price equal to 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest, if any, to the date of purchase under the circumstances described below. BY ACCEPTANCE OF THIS 1998 SECOND LIEN BOND, THE REGISTERED OWNER AGREES TO TENDER THIS 1998 SECOND LIEN BOND FOR PURCHASE UNDER THE CIRCUMSTANCES DESCRIBED BELOW. BONDS NOT SO TENDERED ON THE APPLICABLE MANDATORY TENDER DATE SHALL BE DEEMED TENDERED BY THE BONDHOLDERS OF SUCH 1998 SECOND LIEN BOND AS OF SUCH DATE AND THE 1998 SECOND LIEN BONDS SHALL THEREAFTER CEASE TO BEAR INTEREST PROVIDED FUNDS FOR THE PAYMENT OF THE PURCHASE PRICE OF SUCH 1998 SECOND LIEN BONDS HAVE BEEN DEPOSITED WITH THE TRUSTEE.

(i) *Mandatory Tender on each Interest Payment Date During Short-Term Intermediate Rate Period.* When any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Short-Term Intermediate Rate, such 1998 Second Lien Bonds shall be subject to mandatory tender as provided above on the Interest Payment Date for such 1998 Second Lien Bonds. If such 1998 Second Lien Bonds are also subject to mandatory tender under paragraph (ii) below, the mandatory tender will be governed by that paragraph and not this paragraph.

(ii) *Mandatory Tender Upon a Change in the Interest Rate Determination Method for any 1998 Second Lien Bonds.* On the effective date of a change in Interest Rate Determination Method for any 1998 Second Lien Bonds (or Sub-Series, if applicable), such 1998 Second Lien Bonds are subject to mandatory tender as provided above on the effective date of such change in Interest Rate Determination Method.

(c) **Payment of Purchase Price.** The purchase price for a 1998 Second Lien Bond tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, the 1998 Second Lien Bond must conform in all respects to the description contained in the applicable notice delivered by the Bondholder pursuant to paragraph 7(a)(i) above, and must be physically delivered to the Trustee properly endorsed for transfer, or while the 1998 Second Lien Bonds are in book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made. Any 1998 Second Lien Bond delivered to the Trustee must be accompanied by an instrument of transfer executed in blank by the Bondholder with the signature of such Bondholder guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. The Trustee may refuse to accept tender of a 1998 Second Lien Bond delivered to the Trustee if a proper instrument of transfer is not provided.

(d) **Delivery Addresses; Additional Delivery Requirements.** Notices in respect of tenders and 1998 Second Lien Bonds tendered must be delivered as follows:

Notices To

Remarketing Agent: _____

Attn: _____
1998 Second Lien Bonds (If applicable) and

Notices To Trustee: _____

Attn: _____

These addresses may be changed by notice mailed by first class mail to the Bondholders at their addresses shown in the registration books maintained by the Trustee.

(e) **Effect of Redemption or Mandatory Tender.** 1998 Second Lien Bonds optionally tendered for purchase on a date after a call for redemption but before the redemption date, and 1998 Second Lien Bonds optionally tendered for purchase before a mandatory tender date, shall be purchased pursuant to the optional tender.

8. **Redemption of 1998 Second Lien Bonds Prior to Maturity.** The 1998 Second Lien Bonds are subject to redemption prior to maturity as provided below. Except as otherwise provided in this Indenture or in the Indenture, if less than all the 1998 Second Lien Bonds are to be redeemed, the particular 1998 Second Lien Bonds to be called for redemption shall be selected by the Trustee: first, from 1998 Second Lien Bonds held in the Custody Account (*i.e.*, 1998 Second Lien Bonds tendered but not remarketed or purchased by the City); and second, from all other 1998 Second Lien Bonds Outstanding by lot from numbers assigned to each $100,000 ($5,000 with respect to 1998 Second Lien Bonds bearing interest at a Fixed Rate) of principal of such 1998 Second Lien Bonds in a manner which the Trustee determines to be fair.

Optional Redemption.

1998 Second Lien Bonds Bearing Interest at Weekly Rate. When any 1998 Second Lien Bonds (or Sub-Series, if applicable) bear interest at a Weekly Rate, such 1998 Second Lien Bonds are subject to redemption prior to maturity, at the option of the City, on any Interest Payment Date, in whole or in part, at a redemption price equal to 100 percent of the principal amount of such 1998 Second Lien Bonds, plus accrued interest, if any, to the redemption date.

During the Fixed Rate Period. When any 1998 Second Lien Bonds (or Sub-series, if applicable) bear interest at a Fixed Rate, such 1998 Second Lien Bonds are subject to redemption in whole or in part, at the option of the City, at the time (measured in each case from the Conversion Date to the maturity date of such 1998 Second Lien Bonds), and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the redemption date:

LENGTH OF FIXED RATE PERIOD	REDEMPTION DATES AND PRICES
Greater than __ years	At any time on or after the 5th anniversary of the Conversion Date at __ percent declining __ percent on each Interest Payment Date to 100 percent.
Greater than __ and less than or equal to __ years	At any time on or after the 3rd anniversary of the Conversion Date at ___ percent declining __ percent on each Interest Payment Date to 100 percent.
Greater than __ and less than or equal to __ year	At any time on or after the 2nd anniversary of the Conversion Date at ___ percent declining ___ percent on each Interest Payment Date to 100 percent.
Greater than __ and less than or equal to __ years	At any time on or after the 2nd anniversary of the Conversion Date at ___ percent declining ___ percent on each Interest Payment Date to 100 percent.
Greater than __ and less than or equal to __ years	At any time on or after the 1st anniversary of the Conversion Date at ___ percent declining ___ percent on each Interest Payment Date to 100 percent.

Greater than __ and less than or equal to __ years	At any time on or after the 1st anniversary of the Conversion Date at ___ percent declining ___ percent on each Interest Payment Date to 100 percent.
Less than or equal to __ year	On the Interest Payment Date which is at least six months after the Conversion Date at ___ percent.

Mandatory Redemption.

Sinking Fund Redemption. The 1998 Second Lien Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100 percent of the principal amount of this Indenture plus accrued interest, if any, to the redemption date (which redemption date for 1998 Second Lien Bonds that bear interest at a Weekly Rate or a Short-Term Intermediate Rate shall be the first Business Day of January and for 1998 Second Lien Bonds that bear interest at a Fixed Rate shall be January 1), in the amounts and in the years set forth below:

Year	Principal Amount

Mandatory Redemption in Whole Upon Letter of Credit Expiration or Termination. The 1998 Second Lien Bonds shall be subject to mandatory redemption in whole by the City at 100 percent of the principal amount of such 1998 Second Lien Bonds plus accrued interest to the date of redemption (i) on the fifth Business Day immediately preceding the expiration date of the Letter of Credit unless (x) the expiration date will occur on the first day of a Fixed Rate Period with respect to all the 1998 Second Lien Bonds and the City has elected not to have a Letter of Credit or Alternate Letter of Credit in effect during the Fixed Rate Period, or (y) an Alternate Letter of Credit shall be delivered to the Trustee not less than five Business Days prior to the expiration date, (ii) as soon as practicable following receipt of notice by the Trustee from the Bank that the Letter of Credit will not be reinstated in accordance with its terms and the terms of the Reimbursement Agreement, and (iii) as soon as practicable following receipt of notice by the Trustee from the Bank that an event of default has occurred under the Reimbursement Agreement

with the result that the Bank is exercising its right to direct the redemption of all Outstanding 1998 Second Lien Bonds secured by the Letter of Credit.

(b) Notice of Redemption. Notice of redemption shall be given by the Trustee by mail, not less than 30 nor more than 60 days prior to the date fixed for redemption (and not less than 10 nor more than 15 days in the case of the event described under "Mandatory Redemption in Whole Upon Letter of Credit Expiration or Termination"), to the owner of each 1998 Second Lien Bond at the address shown on the registration books of the City kept by the Trustee. Each notice of redemption shall state the redemption date, the place of redemption, the source of the funds to be used for such redemption, the principal amount and, if less than all, the distinctive numbers of the 1998 Second Lien Bonds to be redeemed, and shall also state that interest on the 1998 Second Lien Bonds designed for redemption shall cease to accrue from and after such redemption date and upon satisfaction of any condition to such redemption.

Failure duly to give notice of redemption by mail to any particular Bondholder, or any defect tin this Indenture, shall not affect the validity of any proceedings for the redemption of 1998 Second Lien Bonds for which notice has properly been given.

(c) Effect of Notice of Redemption. When notice of redemption is given as required, 1998 Second Lien Bonds (or portions of such 1998 Second Lien Bonds) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on such 1998 Second Lien Bonds (or portions of such 1998 Second Lien Bonds) to be redeemed shall cease to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The 1998 Second Lien Bonds are issuable in fully registered form without coupons in Authorized Denominations. A holder may transfer or exchange 1998 Second Lien Bonds in accordance with the Indenture. The Trustee may exchange 1998 Second Lien Bonds in accordance with the Indenture. The Trustee may require a Bondholder, 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. The 1998 Second Lien Bonds may be exchanged for other 1998 Second Lien Bonds at the principal office of the Trustee upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered Bondholder of this 1998 Second Lien Bond shall be treated as the owner of this 1998 Second Lien Bond for all purposes.

11. Unclaimed Money. If moneys for the payment of principal, interest or purchase price remains unclaimed for two years, the Trustee will, upon the request of the City and with the consent of the Bank, pay such moneys to or for the account of the City. Thereafter, Bondholders entitled to such moneys must look only to the City and not to the Trustee or the Bank for payment.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of 60 percent in aggregate principal amount of the 1998 Second Lien Bonds Outstanding. Without the consent of any Bondholder,

the City and the Trustee may enter into amendments or supplements to the Indenture as provided in the Indenture to, among other purposes, cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Bondholder.

13. **Remedies.** Bondholders may not enforce the Indenture or the 1998 Second Lien Bonds except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the 1998 Second Lien Bonds unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in aggregate principal amount of the 1998 Second Lien Bonds Outstanding may direct the Trustee in its exercise of any trust or power.

14. **No Recourse Against Others.** A member, official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the 1998 Second Lien Bonds or the Indenture or for any claim based on such obligations or their creation. Each Bondholder by accepting a 1998 Second Lien Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 1998 Second Lien Bonds.

15. **Authentication.** This 1998 Second Lien Bond shall not be valid until the Trustee executes the certificate of authentication on this 1998 Second Lien Bond.

16. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[Form of Assignment]

I (or we) assign and transfer to _____

Insert social security or other identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee)

this 1998 Second Lien Bond and irrevocably appoint _____ as agent to transfer this 1998 Second Lien Bond on the books of the City. The agent may substitute another to act for him.

Dated: _____

Signed:_____

(Sign exactly as name appears on the other side of this 1998 Second Lien Bond)

Signature guaranteed: _____

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING *BRIAN HANRAHAN V. CITY OF CHICAGO, FRANK MOROSKY, AND MARKETING SUPPORT, INC.*

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the case of *Brian Hanrahan v. City of Chicago, Frank Morosky, and Marketing Support, Inc.,* 95 C 7707 in the amount of $250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Brian Hanrahan v. City of Chicago, Frank Morosky, and Marketing Support, Inc.,* 95 C 7707 in the amount of $250,000.

AUTHORIZATION OF TAX LEVY AND SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 3.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 3 and to enter into a Service Provider Agreement with the Greater Southwest Development Corporation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983, as amended by an ordinance enacted on May 30, 1984, as further amended by an ordinance enacted on July 13, 1988, the City Council of the City of Chicago enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 3 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and twenty-five one-hundredths of one percent (1.25%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Greater Southwest Business Growth Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the

cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1998, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1997 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1998, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Southwest Business Area Growth Commission.

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

	Expenditures
Service Provider Agreement for the provision of Special Services	$762,968
TOTAL BUDGET REQUEST:	$762,968
Source Of Funding	
Tax levy at a rate not to exceed one and twenty-five one-hundredths of one percent (1.25%) of the assessed value, as equalized, of taxable property within Special Service Area Number 3	$394,939
Continuation funds from previous tax year	$368,029

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Three Hundred Ninety-four Thousand Nine Hundred Thirty-nine Dollars ($394,939) as the amount of the Services Tax for the tax year 1997.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 30, 1997, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1997 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Greater Southwest Development Corporation, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as

may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Service Area Number 3

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Greater Southwest Development Corporation.

Effective January 1, 1998 Through December 31, 1998.

This agreement for the management of Special Service Area Number 3 is entered into by and between the Greater Southwest Development Corporation, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local goverment existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 3" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed one and twenty-five one-hundredths percent (1.25%) of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1997 authorized the levy of the Service Tax and appropriation of the funds therefrom for the provision of the Special Services in the Area for fiscal year 1997; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meaning for purposes of this agreement:

"Agreement" means this special service area agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include predevelopment work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on October 31, 1983, as amended by ordinances enacted on May 30, 1984 and July 13, 1988, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Department" means the risk management office of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and

to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance, known as the 63rd Street Area Growth Commission, to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable to the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and

completion of its services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplish by professionals qualified and competent in the applicble discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation or the terms, conditions, or privileges of his employment because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit,

segregate or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. §2000(e) Note, as amended by Exec. Order No. 11,375, 32 Fed Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§6101 -- 6106; Rehabilitation Act of 1973 29 U.S.C. §§793 -- 794; Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 41 C.F.R. Part 60, et seq.

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Ill. Admin. Code Title 5, §750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts, such Subcontractor shall comply with the insurance provisions required herein for the Contractor or the Contractor may provide coverage for such Subcontractors.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligation, actions,

suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims, are considered groundless, false of fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver all documents, data, studies, reports or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefor, or, if requested, upon termination or completion of the Services.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription and independent audit by City employees or agents and shall make these records available to the City at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations

separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principal and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services of this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1998 ("Effective Date") and shall continue through December 31, 1998, or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement by a written amendment in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is the sum of: (a) Three Hundred Ninety-four Thousand Nine Hundred Thirty-nine and no/100 Dollars ($394,939.00), or the total amount of Service Tax Funds actually collected for tax year 1997, whichever is less; and (b) Service Tax Funds in the amount of Three Hundred Sixty-eight Thousand Twenty-nine and no/100 Dollars ($368,029.00) which are being carried over from previous program years and which the Contractor hereby acknowledges are in its possession.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. has prepared a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to review and approve any and all checks written on the Account and to audit the Account, and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. that it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago,

720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners, and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform subcontractors of such provision and require understanding and compliance therewith; and

F. that it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. that, except only for those representations, statements, or promises expressly continued in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. that the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit.

The Contractor has provided the City with a Contractor's Affidavit, which is attached as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City, no other officer, employee, S.S.A.C.

member, or agent of the City who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control.

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control; and

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such

notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the contractor when the Agreement may be deemed to be no longer in the best interests

of the Area. It the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analysis, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No changes, amendments modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement

pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observed and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions required by law, ordinances, rules, regulations or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. § §793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All the terms and conditions of this Agreement shall be binding upon the inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the city may have waived the performance, requirement or condition.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage

prepaid and addressed as follows:

If To The City:

Special Services Area Commission Number 3
Chicago Southwest Business Growth
Area Commission
2601 West 63rd Street
Chicago, Illinois 60629
Attention: Harry Meyer, Program Manager

And

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor:

Greater Southwest Development
Corporation
2601 West 63rd Street
Chicago, Illinois 60629
Attention: Harry Meyer, Program Manager

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every respresentation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

_____

Special Service Area Commission
Chairperson

City of Chicago

By: _____

Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ___ day of _____, 19__.

_____
Notary Public

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement for Special Service Area Number 3 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area Number 3)

Scope Of Services.

Chicago Southwest Business Growth Area Commission

2601 West 63rd Street
Chicago, Illinois 60629
(773) 436-1000
Fax (773) 471-8206

Duly Commissioned
Voting Member Organizations
Marquette Manor Chamber of Commerce
Chicago Lawn Chamber of Commerce
Greater Southwest Development Corporation

Associate Members
Southwest Community Congress
Southwest Parish & Neighborhood Federation
West Lawn Chamber of Commerce
Aldermen of the 13th, 14th, and 15th Wards

PROGRAM FOR 1998

Special Service Area III was formed to provide special services to the business area primarily along West 63rd Street in the Chicago neighborhood of Chicago Lawn. The services include, but are not limited to: commercial revitalization, (including recruitment of new businesses to the area, rehabilitation activities), business area clean-up program, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The specific activities to be undertaken during 1998 are generally of two types of services: those which directly benefit SSA businesses and those which have indirect benefits. Indirect benefit services include the administration expenses and costs of maintaining an office. Direct benefit services include the categories of Security, Rehabilitation Services, Street Maintenance/Beautification and Promotions.

Indirect Benefit Services

ADMINISTRATIVE SERVICES - This provides for SSA III office support. Included in this budget line item are personnel items (including salaries and benefits) utility expenses, copy machine, office cleaning and waste disposal service (see attached "breakdown" of administrative expense).

Direct Benefit Services Programming for 1998

SECURITY SERVICES - The Security Rebate Program has been the way SSA III has chosen to respond to concerns about business area security. A total of $2,500 has been allocated to provide rebates for businesses that purchase electronic security systems, upgrade their existing systems, add additional lighting fixtures and/or removing accordion-style security gates. Businesses receive a 50% rebate for the cost of accepted security improvements up to a maximum of $250. Applicants submit invoices for the equipment purchased, the committee reviews the applications and they are approved at the monthly SSAC meeting.

STREET MAINTENANCE /BEAUTIFICATION - The main component of this program is a crew of three individuals that clean sidewalks and gutters, maintain trees and grass found in common areas, and help maintain public property throughout the SSA six days a week. Equipment most often used are brooms, shovels, power vacuums, lawn mowers, weed wackers, and paint brushes.

In the winter, the crew will also remove snow and ice accumulations by clearing paths near bus stops and treating the sidewalks with sand.

We have contracted an individual to remove graffiti when it appears, though we also utilize Mayor Daley's Graffiti Blasters program for difficult to reach spots.

We will also purchase twenty more lightpole mounted garbage cans and possibly four wrought-iron cans to add to the 50 lightpole mounted cans and five cement cans currently on the street.

We will continue to maintain the 700 seasonal and special events banners in our inventory which we display on the lightpoles throughout the year.

In 1998 we will also develop a public park (in conjunction with DOPD and NeighborSpace) at a cost of $80,029. Following the parks development we will add its maintenance to our regular duties.

ADVERTISING / PROMOTION SERVICE - The businesses in SSA III are advertised and promoted as one shopping area through a series of coordinated ad programs and promotional activities. Promotions scheduled for 1998 include: the Annual 63rd Street Holiday Parade, Holiday Poster Contest, August Street fair, and a Spring Promotion which has yet to be determined.

REHABILITATION ACTIVITIES - As a result of our strategic planning retreat (in November 1997) beginning in 1998 we will seek to develop activities that serve to enhance and extend the revitalization of sections of our business area adjacent to the significant projects completed in 1997. More specifically, we will attempt to develop a signage improvement program and facade improvement standards. We have a $174,000 budget for 1998 which will allow us to offer grants which could supplement the city's Facade Rebate Program and incentive grants for signage improvements.

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area Number 3)

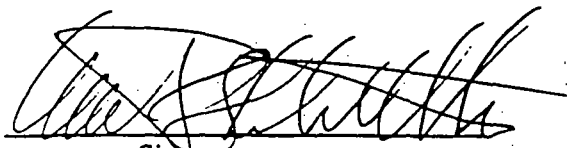
Special Service Area Name and Number: SSA #3 - Chicago Southwest Business Growth Area Commission
Chairman, Special Service Area: Allen Shemetulskis Telephone: 773-476-2440
Sole Service Provider: Greater Southwest Development Corporation
Program Manager: Harry Meyer Telephone: 773-436-1000 Extension 105
Budget Period: From: January 1, 1998 To: December 31, 1998

ITEM	PROPOSED 1998 BUDGET	PREVIOUS YEAR CARRY OVER AMOUNT	1998 SSA #3 TAX REQUEST
Advertising/Promotions	70,000.00		70,000.00
Auditing	2,900.00		2,900.00
Cleaning of Area	0.00		
Consultants Services	1,500.00		1,500.00
Building Rehabilitation Programs	174,971.00	150,000.00	24,971.00
Equipment	4,000.00		4,000.00
Equipment Maintenance	0.00		
Employees' Benefits *	29,804.00		29,804.00
Insurance	6,000.00		6,000.00
Interest Expenses	0.00		
Legal Fees	2,500.00		2,500.00
License Fees	0.00		
Maintenance	0.00		
Office Equipment *	5,500.00		5,500.00
Office Expenses *	3,350.00		3,350.00
Office Rent	26,914.00		26,914.00
Postage	1,200.00		1,200.00
Printing/Publications	3,000.00		3,000.00
Professional Services	0.00		
Salaries *	92,200.00		92,200.00
Security Services	2,500.00		2,500.00
Snow Plowing	0.00		
Street Maintenance/Beautification	157,529.00	80,029.00	77,500.00
Subscriptions/Dues	200.00		200
Supplies	1,600.00		1,600.00
Telephone *	3,700.00		3,700.00
Training and Workshops	12,000.00		12,000.00
Transportation	0.00		
Travel	600.00		600
Utilities *	5,000.00		5,000.00
Other: Building Maintenance & Improvements	1,500.00		1,500.00
Miscellaneous	1,500.00		1,500.00
Contingency Fund	15,000.00		15,000.00
Operating Reserve	138,000.00	138,000.00	
TOTAL	$762,968.00	$368,029.00	$394,939.00

* These Items constitute Administrative Expenses and Services totaling $139,554.

SSA # 3

This budget is approved by the SSA Chairman:



Signature

Allen Shemetulskis

(Type) SSA Chairman

August 29, 1997

Date

Approval by the Department of Planning and Development:

Signature

(Type)

Date

(Sub)Exhibit 3.
(To Service Provider Agreement For Special Service Area Number 3)

Contractor's Affidavit.

Bidder/Proposer Name: Greater Southwest Development Corporation
Bidder/Proposer Address: 2601 W. 63rd Street
Chicago, IL 60629

Federal Employer I.D. # 36-2858304 or Social Security #_____

Nature of transaction is:

[ ] Contract funded in whole or part by City or State funds
[ ] Sale of land to City or purchase of land from City
[ ] Vacation of streets or alleys
[ ] Zoning Change
[ ] Lease
[ ] Loan
[ ] Grant
[X] Other

Instructions: **FOR USE WITH ANY OF THE ABOVE TRANSACTIONS.** Anyone proposing one of the above transactions with the City of Chicago or submitting a bid/proposal to the City of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned James F. Capraro (Name), as Executive Director (Title)
and on behalf of Greater Southwest Development Corporation (Business Name) ("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. **DISCLOSURE OF OWNERSHIP INTERESTS**

Pursuant to Chapter 2-154 of the Municipal Code of Chicago, (the "Municipal Code"), all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "N.A." If the answer is none, please answer "none."

Bidder/Proposer is a:
[ ] Corporation
[ ] Partnership
[ ] Joint Venture
[ ] Sole Proprietorship
[X] Not-for-Profit-Corporation
[ ] Other

SECTION 1. FOR PROFIT CORPORATIONS

a. Incorporated in the State of NA
b. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
Not Applicable			

c. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
		%
		%
		%

d. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 7.5% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. Is the corporation owned partially or completely by one or more other Corporations? YES [ ] NO [ ]

If "yes," provide the above information, as applicable, for each of said corporations.

SECTION 2. PARTNERSHIPS

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names of Partners (Print or Type)	Percentage Interest
Not Applicable	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

a. The bidder/proposer is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Not Applicable
YES [ ] NO [ ] If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s) (Print or Type)

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

_____

_____

SECTION 4. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

_____

_____

a. Incorporated in the State of Illinois

b. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
See Attached List			

NOTE: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020 of the Municipal Code, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of 3 years prior to the date of award of the subcontract:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

   b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

   c. Made an admission of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.[3]

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code entitled "Governmental Ethics."

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state or local department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor or subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section II(A)(1) (a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section II(A)(1) (a) or (b) of this certification; or (b) of bid rigging, bid rotating or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B) (1) and (2) above, and Contractor shall make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 2-92, Section 2-92-320 of the Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

C. STATE TAX DELINQUENCIES

1. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements [Section II (C)] Contractor shall explain below. Attach additional pages if necessary. _____

4. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

D. OTHER TAXES/FEES

1. Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary. _____

E. ANTI-COLLUSION

The Contractor, its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to attest to this section as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. PUNISHMENT

A Contractor who makes a false statement material to Section II (A)(2) of this certification commits a Class 3 Felony. 720 ILCS 5/33E - 11(b). Making a false statement concerning Section II of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action.
65 ILCS 5/11-42.1-1.

G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. Contractor is not a party to any pending lawsuits against the City nor has Contractor been sued by the City or its agents in any judicial or administrative proceeding.

2. If Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each judicial or administrative proceeding. Attach additional sheets if necessary. _____

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five (5) years prior to the date of execution of this Affidavit, (1) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction[3], (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction[3].

If Contractor cannot make the certification contained in Paragraph A of this Section III, identify any exceptions specific to the City of Chicago or a political subdivision thereof: _____

If Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions specific to any other city, state or federal violation or any other Environmental Restriction:_____

_____

_____. (Attach Additional Pages of Explanation to this Contractor's Affidavit, if necessary.)

B. Without the prior written consent of the Purchasing Agent, Contractor will not (i) employ any subcontractor in connection with the Contract to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Subparagraph 1 of Paragraph A of this Section III prior to such subcontractor's performance of any work or services under the Contract to which this Affidavit pertains or furnishing any goods, supplies or materials of any kind under the Contract to which this Affidavit pertains; and (ii) employ, in connection with the Contract to which this Affidavit pertains, any of its officers have knowledge that the subcontractor cannot truthfully execute such certification. The Contractor will furnish to the Purchasing Agent upon his request an executed copy of each such certification.

C. Until Completion of the Contractor's performance under the Contract to which this Affidavit pertains, the Contractor will not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, whether in the performance of such Contract or otherwise.

X IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent interest in Contractor, and an individual or entity has a fifty percent or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent or more percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV, is #1 or #2, then all of Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

1. ✓ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.

2. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

3. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (1) and (2).

4. _____ There are no Substantial Owners.

V. **AFFIDAVIT OF LOCAL BUSINESS**

If this is a contract funded in whole or part by City or State funds, Contractor should fill out this section.

"LOCAL BUSINESS" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City Taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for the two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses."

1. Is bidder/proposer a **"Local Business"** as defined above? Yes: X No: _____

2. How many persons are currently employed by bidder/proposer? 15

3. Does bidder/proposer have business locations outside of the City of Chicago? Yes: _____ No: X

If yes, list such bidder/proposer's business addresses:

_____

_____

_____

(Attach Additional Sheets if Necessary)

4. How many of bidder/proposer's current employees work at City of Chicago locations? all 15

5. Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)?

Yes: X No: _____

VI. **INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certifications shall become part of any contract awarded to the Contractor set forth within of this Disclosure Affidavit and are a material inducement to the City's execution of the contract, contract modification or, contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VII. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of Authorized Officer

James F. Capraro
Name of Authorized Officer (Print or Type)

Executive Director
Title

(773) 436-1000
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 18th day of November, 19 97 by

James F. Capraro (Name) as Executive Director (Title) of

Greater Southwest Development Corporation (Bidder/Proposer or Contractor).

Notary Public Signature

"OFFICIAL SEAL"
BETTY ANN GUTIERREZ
Notary Public, State of Illinois
My Commission Expires 04/17/01

Notes 1-6 Contractor's Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members, shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. For purposes of Section II(A)(2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

3. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and : (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. § 9601 *et. seq.*); (2) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (4) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (5) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (7) the Safe Drinking Water Act (42 U.S.C. § 3001); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

AGENCY: Greater Southwest Development Corporation

BOARD OF DIRECTORS

NAME/OFFICE	HOME ADDRESS (ZIP)	PLACE OF EMPLOYMENT	ETHNICITY	SEX
Dr. Ted Martinez President	7500 South Pulaski Road Chicago, IL 60652	Richard J. Daley College 7500 South Pulaski Road Chicago, IL 60652	Hispanic	M
Sonia Kasimir Vice President	6245 South Western Avenue Chicago, IL 60636	First Chicago Bank 6245 South Western Avenue Chicago, IL 60636	Hispanic	F
Ronald D. Phares Secretary	3525 West 63rd Street Chicago, IL 60629	Southwest Federal Savings 3525 West 63rd Street Chicago, IL 60629	White	M
Joaquin Varela Assistant Treasurer	3917 West 63rd Street Chicago, IL 60629	Chicago Lawn Chamber 3917 West 63rd Street Chicago, IL 60629	Hispanic	M
Frank C. Mainczyk Immediate Past President	6316 South Western Avenue Chicago, IL 60636	Marquette National Bank 6316 South Western Avenue Chicago, IL 60636	White	M

AGENCY: Greater Southwest Development

BOARD OF DIRECTORS

NAME/OFFICE	HOME ADDRESS (ZIP)	PLACE OF EMPLOYMENT	ETHNICITY	SEX
Jon Borman Director	7300 South Kedzie Avenue Chicago, IL 60629	Nabisco Company 7300 South Kedzie Avenue Chicago, IL 60629	White	M
Father Thomas McCarthy Director	7740 South Western Avenue Chicago, IL 60620	St. Rita High School 7740 South Western Avenue Chicago, IL 60620	White	M
Ronald Baio Director	6526 South Pulaski Road Chicago, IL 60629	West Lawn Chamber 6526 South Pulaski Road Chicago, IL 60629	White	M
Gary Mintier Director	6145 South Western Avenue Chicago, IL 60636	Sears, Roebuck & Company 6145 South Western Avenue Chicago, IL 60636	White	M
Rodney Looney Director	828 South Wabash Chicago, IL 60605	Peoples Gas, Light & Coke Co 828 South Wabash Chicago, IL 60605	White	M
Daryl Handy Director	225 West Randolph, HQ14E Chicago, IL 60606	Ameritech 225 West Randolph, HQ14E Chicago, IL 60606	Afro-American	M

AGENCY: Greater Southwest Development Corporation

BOARD OF DIRECTORS

NAME/OFFICE	HOME ADDRESS (ZIP)	PLACE OF EMPLOYMENT	ETHNICITY	SEX
Kas Dailide Director	4242 North Harlem Avenue Suite 55021 Norridge, IL 60634-1283	LaSalle Home Mortgage Corp. 4242 North Harlem Avenue Norridge, IL 60634-1283	White	M
Helen Johnson Director	6315 South Claremont Avenue Chicago, IL 60636	Anderson Community Academy 6315 South Claremont Avenue Chicago, IL 60636	Afro-American	F
Allen Shemetulskis Director	2617 West 63rd Street Chicago, IL 60629	Dad's Clothes Care Center 2617 West 63rd Street Chicago, IL 60629	White	M
Mark Clement Director	2701 West 68th Street Chicago, IL 60629	Holy Cross Hospital 2701 West 68th Street Chicago, IL 60629	White	M
James F. Capraro Executive Director	2601 West 63rd Street Chicago, Illinois 60629	Greater SW Development Corp. 2601 West 63rd Street Chicago, IL 60629	White	M

DISCLOSURE

Pursuant to Executive Order No. 97- 1, the Contractor (which term shall include other persons doing city business) must make certain disclosures with respect to attorneys, lobbyists, accountants, consultants, subcontractors or any other persons who have been retained by the Contractor with respect to the Contract, or other city business, or above referenced amendment/modification. The Contractor or other person doing city business must disclose the name, business address, relationship and fees paid or estimated to be paid. Any disclosure must conform to any applicable state law.

"Lobbyist" means any person (1) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (2) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

The Contractor or other person doing city business hereby certifies that the following parties are EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor or any other person retained or anticipated to be retained by the Contractor or person doing city business with respect to or in connection with the Contract or city business. Disclosure of Contractor's or other persons employees, paid solely through the regular payrolls of the Contractor for which the Contractor deducts or withholds taxes is not required.
(Attach additional sheets if necessary.)

Name	Business Address	Relationship (attorney, lobbyist, subcontractor, etc.)	Fees (paid or estimated)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED: X

The Contractor hereby certifies that the information supplied in this Supplemental Affidavit is complete

and entire, and that no relevant information has been withheld.

The Contractor understands and agrees that the City may rely on the information provided herein. The Contractor understands and agrees that the provision of any false, incomplete or inaccurate information shall constitute default under the Contract and may result in termination of the Contract.

The Contractor understands that the purpose of Executive Order 97-1 is to promote public confidence in government and its decision-making by providing disclosure of persons or entities benefitting from City contracts. Therefore, in any case where the Contractor is uncertain of whether a disclosure is required under this Supplemental Affidavit, the Contractor must either ask the City whether the disclosure is required or make the disclosure. By signing below, the Authorized Officer agrees that the Contractor will supplement this disclosure on an annual basis if additional parties are retained in connection with the Contract or city business.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of all the information disclosed herein and that the same are true and complete.

Signature of Authorized Officer

Date: November 18, 1997

James F. Capraro
Name of Authorized Officer (print or type)

Executive Director
Title

State of Illinois)
County of Cook)

Signed and sworn to before me this 18th day of November 1997, by James F. Capraro (name) as Executive Director (title) of Greater Southwest Dev. Corp. (Contractor).

Betty Ann Gutierrez
Notary Public

My commission expires 4/17/01

"OFFICIAL SEAL"
BETTY ANN GUTIERREZ
Notary Public, State of Illinois
My Commission Expires 04/17/01

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 3)

Contract Insurance Requirement.
(Contractor)

The Contractor shall provide and maintain at Contractor's own expense, during the term of this Agreement, and during the time period following expiration if Contractor is required to return and perform additional Services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $ 1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The SSAC and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than $ 1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any professional consultants (e.g.; CPA's, attorneys, architects, engineers, construction managers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $ 500,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime

Contractor shall be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The Contractor may self insure this exposure.

B. SECURITY FIRMS

B. SECURITY FIRMS

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. OTHER REQUIREMENTS

The Contractor will furnish the City of Chicago, Department of Planning and Development, Communitry and Neighborhood Development, Room 1000, 121 North LaSalle Street, 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Contractors.

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the Agreement.

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 Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors shall be subject to the same insurance requirements of Contractor unless otherwise specified herein.

If Contractor, or its subcontractors, desire additional coverage, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of each additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area Number 3)

Contract Insurance Requirement.
(Security Firm)

The Security Firm shall provide and maintain at Security Firm's own expense, until Contract completion, and during the time period following final completion if the Security Firm is required to return and perform additional Services, the insurance coverages specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than $ 500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $ 1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The SSAC, the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than $ 1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $ 1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. OTHER REQUIREMENTS

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements.

The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that insurers shall waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the Contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Security Firm desires additional coverages, the Security Firm and each of its subcontractors shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION OF TAX LEVY AND SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 14.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 14 and to enter into a Service Provider Agreement with the Lithuanian Human Services Council of the U.S.A., Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq.; and

WHEREAS, An advisory referendum was held on November 3, 1992 (the "Referendum") to determine public support for a special service area for the purposes of providing private security services in the Marquette Park area, which Referendum contemplated a real property tax levy in the form of a special services tax not to exceed forty-one one-hundredths of one percent (.41%) of the equalized assessed value of all property within the proposed area; and

WHEREAS, The results of the Referendum were a vote of seventy-four and forty-eight one-hundredths percent (74.48%) in favor of the establishment of said special service area and twenty-five and fifty-two one-hundredths percent (25.52%) opposed; and

WHEREAS, On October 7, 1993, the City Council of the City of Chicago (the "City") enacted an ordinance establishing a special service area known and designated as Special Service Area Number 14 to provide special governmental services in the area in addition to services provided generally by the City and authorizing a real property tax not to exceed forty-one one-hundredths of one percent (.41%) of the equalized assessed value of all property within the area to provide such services for a period of four (4) years (the "Initial Levy Period"), which such ordinance was amended on March 9, 1995 (collectively, the "Establishment Ordinance"); and

WHEREAS, The Initial Levy Period has expired; and

WHEREAS, The Establishment Ordinance established the area as that territory approximately bounded by West 67th Street on the north , West 75th Street on the south, South Kedzie Avenue on the west and South Bell Avenue on the east; and

WHEREAS, The City Council of the City hereby determines to again establish a special service area to be known and designated as Special Service Area Number 14 (the "Area") to provide certain special governmental services in addition to services provided generally by the City (the "Special Services"), and further determines to authorize the levy of a real property tax not to exceed forty-one one-hundredths of one percent (.41%) of the equalized assessed value of all property within the Area to provide those Special Services (the "Services Tax") for a period of four (4) years, all as further provided herein; and

WHEREAS, Certain members of the commission (as hereinafter defined) may serve from time to time on the board of directors of the service provider (as hereinafter

defined), or serve the service provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Definitions.

"Area" means Special Service Area Number 14 as described in Section 5 of this ordinance.

"Commission" means the Marquette Park Special Service Area Commission created pursuant to Section 7 of this ordinance.

"Security Firm" means the security firm engaged to provide the private security services.

"Service Provider" means the entity chosen to provide the special services under the service provider agreement.

"Service Provider Agreement" means a contract entered into between the City and the Service Provider for the provision of the special services.

"Special Services" means private security services provided in the Area, including the administration necessary for the implementation of such private security services.

SECTION 3. Findings. The City Council of the City finds and declares as follows:

a) the Area, as established by this ordinance, consists of contiguous territory in the City;

b) the City Council of the City, on November 12, 1997 adopted an ordinance (the "Notice Ordinance") authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

c) notice of the Public Hearing was given by publication at least once not less then fifteen (15) days prior to the hearing in the *Chicago Sun-Times*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing copies of the notice in the United States mail, certified mail, return receipt requested, addressed to the taxpayer of record on each lot, block, tract, or parcel of taxable property located in the Area not less than ten (10) days prior to

the time set for the hearing;

d) the notice complied with all of the applicable provisions of the Special Service Area Act;

e) the Public Hearing was held and finally adjourned on December 5, 1997, by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the hearing regarding any issues embodied in the notice and an opportunity to file with the City Clerk of the City written objections to such issues;

f) the Committee on Finance of the City Council of the City has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance. That committee, on behalf of the City, has heard and considered all protests or objections to the establishment of the Area and the authorization for the levy of the Services Tax, and has recommended that those protests or objections be determined as provided in this ordinance.

SECTION 4. Protests And Objections. All protests or objections to the establishment of the Area and the authorization of the levy of the Services Tax have been heard and considered by the Committee on Finance of the City Council of the City at the Public Hearing, and are hereby denied, except as may be provided in Section 14 of this ordinance.

SECTION 5. Area Established. There is hereby established a special service area located within the City to be known and designated as Special Service Area Number 14, which shall consist of the area located within the following perimeter:

West 67th Street, between South California Avenue and the Baltimore and Ohio Chicago Terminal Railroad tracks.

The Baltimore and Ohio Chicago Terminal Railroad tracks, between West 67th Street and West 75th Street, extended.

West 75th Street, extended, between the Baltimore and Ohio Chicago Terminal Railroad tracks (continuing along the north side of the Belt Railway tracks) and South Kedzie Avenue.

South Kedzie Avenue, between West 75th Street, extended (continuing along the north side of the Belt Railway tracks) and West 71st Street.

West 71st Street, between South Kedzie Avenue and South California Avenue.

South California Avenue, between West 71st Street and West 67th Street.

A legal description of the Area is attached hereto as Exhibit 1, a map of the Area is attached hereto as Exhibit 2 and a list of the Permanent Index Numbers in the Area is attached hereto as Exhibit 3. The exhibits are incorporated herein by this reference.

SECTION 6. Authorization Of Levy. There is hereby authorized to be levied annually for a period of four (4) years beginning in 1997 through and including 2000 the Services Tax upon the taxable property located within the boundaries of Special Service Area Number 14, to produce revenues required to provide the Special Services, said Services Tax not to exceed the sum of forty-one one-hundredths of one percent (.41%) of the equalized assessed value of taxable property therein. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to applicable law.

SECTION 7. Commission. The Marquette Park Special Service Area Commission provided for in the Establishment Ordinance is hereby immediately disbanded. There is hereby established a Marquette Park Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The District Commander of the police district within which Special Service Area Number 14 is located, or his/her designee, shall be a member ex officio of the Commission, without voting rights. The Commissioner of the Department of Planning and Development of the City, or his/her designee, shall be a member ex officio of the Commission without voting rights. The seven (7) voting members of the Commission shall be appointed by the Mayor of the City, with the approval of the City Council. Three (3) of the voting members of the Commission shall serve for an initial term of two (2) years, and four (4) of the voting members of the Commission shall serve for an initial term of three (3) years. All members of the Commission shall serve until their successors are appointed and approved. In the event of a vacancy on the Commission due to resignation, death, removal by the Mayor, legal disability, inability to serve or other reason, the Mayor shall make an appointment to fill the vacancy for the unexpired term within a reasonable time period after the position becomes vacant. All members of the Commission shall serve without compensation.

SECTION 8. Compliance With Governmental Ethics And Economic Disclosure Ordinances. The conduct of the members of the Commission shall be governed by the applicable provisions of the Governmental Ethics Ordinance of the City, Chapter 2-156 of the Municipal Code of the City of Chicago, as amended.

SECTION 9. Open Meetings Act. Notice and conduct of the meetings of the Commission shall be in accordance with the applicable provisions of the Illinois Open Meetings Act, as amended, 5 ILCS 120/1.01, et seq.

SECTION 10. Powers Of The Commission. The Commission is hereby granted the following powers:

(a) To recommend the rate or amount of the Services Tax and an annual budget to the City Council.

(b) To develop and recommend a neighborhood security patrol program to the City which shall include guidelines such as the hours of service and areas of focus for security patrols. The Commission shall hold at least one (1) public hearing on an annual basis to receive community comment regarding the effectiveness of the design of the neighborhood security patrol program. Notice of the public hearing shall be published in at least one (1) newspaper of general circulation within the Area, not less than five (5) days nor more than twenty (20) days prior to the public hearing. The notice shall contain the time, date, place and purpose of the public hearing.;

(c) To recommend a Service Provider Agreement to the City Council for the provision of the Special Services. The Service Provider Agreement shall incorporate a scope of services approved by the Commission for the provision of the Special Services. The Service Provider Agreement shall also include a requirement that the Service Provider enter into an agreement with a Security Firm, which Security Firm shall be licensed by the State of Illinois (the "State"), and whose employees shall be registered and licensed by the State. The Security Firm shall comply with all applicable requirements of the Private Detective, Private Alarm, and Private Security, and Locksmith Act of 1993, 225 ILCS 446/1, et seq., as amended from time to time. The Service Provider Agreement shall specify the procedures for bidding to be employed in the selection of the Security Firm.

SECTION 11. Funds Deposited In City Accounts. Proceeds of the Services Tax shall be received by the City and deposited into specified accounts of the City. The Comptroller is authorized to disburse such funds in accordance with any appropriation made by the City Council.

SECTION 12. Insurance Of Security Firm. The Security Firm shall maintain insurance coverage with categories and minimum limits as may be reasonably determined from time to time by the Department of Finance, Risk Management Division of the City.

SECTION 13. No Restriction Of Power. Nothing in this ordinance shall in any way restrict the power of the corporate authorities of the City.

SECTION 14. Petitions Of Objection. This ordinance shall be effective from and after its passage. However, if a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the owners of record of the land included within the Area, objecting to the creation of Special Service Area Number 14 and the levy of the Services Tax therein, is

filed with the City Clerk within sixty (60) days following the final adjournment of the Public Hearing, Special Service Area Number 14 shall not be established, and the provisions of this ordinance which relate to the establishment of the Area and the authorization of the levy of the Services Tax on an annual basis from 1997 through and including 2000 shall be considered null and void. Any other provisions of this ordinance, including but not limited to the appropriation of the carryover funds specified in Section 15 and the authorization of the Service Provider Agreement in Section 17, shall remain in full force and effect.

SECTION 15. Appropriations. In the absence of a duly appointed and qualified Commission, and based on the recommendations of the Department of Planning and Development of the City, there is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Special Service Area Number 14 Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998:

	Expenditures
Service Provider Agreement for the provision of Special Services	$302,020
TOTAL BUDGET REQUEST:	$302,020
Source Of Funding	
Tax levy at a rate not to exceed forty-one one-hundredths of one percent (.41%) of the assessed value, as equalized, of taxable property within Special Service Area Number 14	$223,020
Carryover funds from previous program years	$ 79,000

SECTION 16. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1) (2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act the sum of Two Hundred Twenty-three Thousand Twenty Dollars ($223,020) as the amount of the Services Tax for the tax year 1997.

SECTION 17. Service Provider Agreement. In the absence of a duly appointed and qualified Commission, and based on the recommendations of the Department of Planning and Development of the City, the Commissioner of the Department of Planning and Development of the City (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Lithuanian Human Services Council of the U.S.A., Inc., an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit 4 and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 18. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 19. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 20. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof which copies are to be made available in his office for public inspection and distribution to member of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 21. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 22. Filing. The City Clerk is hereby ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map thereof. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within sixty (60) days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a

certified copy of this ordinance on or prior to December 30, 1997, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1997 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 23. Effective Date. This ordinance shall be effective immediately upon its passage.

[Exhibits 2 and 3 referred to in this ordinance printed on pages 58592 through 58618 of this Journal.]

Exhibits 1 and 4 referred to in this ordinance read as follows:

Exhibit 1.

Marquette Park Special Service Area Number 14.

Legal Description.

That part of Sections 24 and 25 in Township 38 North, Range 13 East of the Third Principal Meridian and Sections 19 and 30 in Township 38 North, Range 14 East of the Third Principal Meridian described as follows:

beginning at the northwest corner of the southeast quarter of said Section 24 (being also the intersection of the centerlines of South California Avenue and West Marquette Road); thence south along the west line of said southeast quarter to the northeast corner of the northwest quarter of said Section 25 (being also the intersection of the centerlines of South California Avenue and West 71st Street); thence west along the north line of said northwest quarter to the northwest corner of the northwest quarter of said Section 25 (being also the intersection of the centerlines of South Kedzie Avenue and West 71st Street); thence south along the west line of said northwest quarter to the northerly right-of-way line of the Belt Railway of Chicago; thence easterly along the northerly right-of-way line of said Belt Railway of Chicago across said Sections 25 and 30 to the westerly right-of-way line of the Baltimore and Ohio Chicago Terminal Railroad (B. & O. C. T. R. R.); thence northerly along the westerly right-of-way line of said B. & O. C. T. R. R. across said

Sections 30 and 19 to the north line of the southwest quarter of said Section 19 (being also the centerline of West Marquette Road); thence west along the north line of said southwest quarter to the corner of the southwest quarter of said Section 19 being a point on the east line of the southeast quarter of said Section 24 (said northwest corner being also on the centerline of West Marquette Road to the east and 60 feet west of the easterly line of South Western Avenue); thence north along the east line of southeast quarter of said Section 24 to the northeast corner of said southeast quarter; thence west along the north line of said southeast quarter (being also the centerline of West Marquette Road to the west) to the point of beginning, all in Chicago, Cook County, Illinois.

Exhibit 4.

Service Provider Agreement..

Agreement For Special Service Area Number 14

Between

The City Of Chicago

And

Lithuanian Human Services Council
Of The USA, Inc.

Effective January 1, 1998.

This agreement for the management of Special Service Area Number 14 is entered into by and between the Lithuanian Human Service Council of the USA, Inc., an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting by and through its Department of Planning and Development.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Act"); and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 14" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed forty-one one-hundredths of one percent (.41%) of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the establishment ordinance (hereinafter defined); and

Whereas, The City Council on December 10, 1997 authorized the levy of the Service Tax and appropriation of the funds therefrom for the provision of the Special Services in the Area for fiscal year 1998; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this agreement:

"Agreement" means this special service area agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on December 10, 1997, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Department" means the risk management office of the department of finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security and Locksmith Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this

Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body to be established pursuant to the Establishment Ordinance, known as the Marquette Park Special Service Area Commission, to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maxium compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose

and magnitude comparable to the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation or the terms, conditions or privileges of his employment because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., as amended. Attention is called to: Exec. Order Number 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101--6106; Rehabilitation Act of 1973, 29 U.S.C. §§ 793--94; Americans with Disabilities Act of 1990, 42 U.S.C. § 12,011, et seq., and 41 C.F.R. Part 60, et seq.

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Ill. Admin. Code tit. 5, § 750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set

forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4 or the Contractor may provide coverage for such Subcontractors.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of our relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims, are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver all documents, data, studies, reports or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefor, or, if requested, upon termination or completion of the Services.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and cost incurred. The Contractor shall keep books, documents, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription and an independent audit by City employees or agents and shall make these records available to the City at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontractors, all approvals of Subcontractors and any assignment to

which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

In addition, prior to entering into subcontract(s) for security services with Security Firm(s), the Contractor agrees to select such Security Firm(s) in accordance with the following provisions:

1. The Contractor will prepare a detailed summary of the scope of the services that will be required of such Security Firm(s), and, the Contractor will place an advertisement in a daily newspaper of general circulation in the Area inviting all interested parties to submit proposals for the provision of such security services. The Contractor's advertisement for the security services shall describe the security services to be provided in sufficient detail to allow potential bidders to generate accurate and complete bids; and

2. The Contractor shall advertise for the security services in a newspaper of general circulation in the Area for a period of no less than ten (10) consecutive calendar days. The Contractor will then review the proposals received for a period of time no less than three (3) calendar days. The Contractor will then award the subcontractor(s) for the security services to the lowest responsive and responsible bidder(s).

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1998 ("Effective Date") and shall continue through December 31, 1998, or until the Agreement expires by its terms or is terminated in accordance with its terms. The City may extend this Agreement by a written amendment in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a

new agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Two Hundred Twenty-three Thousand Twenty and no/100 Dollars ($223,020.00) or the total amount of Service Tax Funds actually collected for tax year 1997, whichever is less, plus Service Tax Funds in the amount of Seventy-nine Thousand and no/100 Dollars ($79,000.00) which are being carried over from previous program years and which the Contractor hereby acknowledges are in its possession in the Account ("Carry Over Funds").

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

Notwithstanding anything to the contrary in this Agreement, the Contractor understands and agrees that if the establishment of the Area is defeated by the filing of an objection petition in accordance with the Act, or if the levy of the Service Tax is otherwise repealed or nullified, then the Contractor's compensation under this Agreement will be limited to the sum of the Carry Over Funds, and, upon the expenditure of the Carry Over Funds, this Agreement shall expire.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. has prepared a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 392-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. that it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. that it shall comply with the McBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that

in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. that, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. that the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor has provided the City with a Contractor's Affidavit, which is attached as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City, no other officer, employee, S.S.A.C. member, or agent of the City who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official,

agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control; and

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor

must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one (1) or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No charges, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04. Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local governments, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such

insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans With Disabilities Act of 1990, 42 U.S.C.§ 12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be in operation or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one (1) or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any dispute concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision is final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City: _____

_____

_____

_____

And

Department of Planning and Development
Room 1000, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To The Contractor:

Lithuanian Human Services Council of the U.S.A., Inc.
2711 West 71st Street
Chicago, Illinois 60629
Attention: Birute Jasaitis, President

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By:_____

Its:_____

Attested By:_____

Its:_____

Subscribed and sworn to before me
this _____ day of _____, 19___.

_____
Notary Public

[(Sub)Exhibits 3, 4 and 5 referred to in this Service Provider Agreement for Special Service Area Number 14 unavailable at time of printing.]

[(Sub)Exhibit 2 referred to in this Service Provider Agreement for Special Service Area Number 14 printed on pages 58577 through 58578 of this Journal.]

(Sub)Exhibit 1 referred to in this Service Provider Agreement for Special Service Area Number 14 reads as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For Special Service Area Number 14)

Scope Of Services For Special Service Area Number 14 For Marquette Park.

The program consists of direct and indirect services involving the implementation of a residential security program within Marquette Park. Objective of this program is to reduced crime and the perception of crime within this predominantly residential area.

Direct Security Services.

Security firm subcontract to provide for patrol of one hundred fourteen (114) blocks of Marquette Park will initially consist of two (2) security officers patrolling in a single vehicle over an eight (8) hour shift during the week. On weekends two (2), eight (8) hour shifts will be implemented per day. Hours of operation may vary during the term of this agreement, subject to the approval of D.P.D. and S.S.A.C., once appointed and duly qualified.

Indirect Program Services.

Sole Service Provider implementation of the program includes monitoring operation of security service, providing public information about program, maintaining address database of property owners within S.S.A., providing administrative services to S.S.A.C.

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area Number 14)

Budget.

DEPARTMENT OF PLANNING AND DEVELOPMENT
PROPOSED SPECIAL SERVICE AREA BUDGET

Special Service Area Name and Number: MARQUETTE PARK SPECIAL SERVICE AREA #14

Chairman, Special Service Area: **Telephone:** 312/407-3105

Sole Service Provider: LITHUANIAN HUMAN SERVICES COUNCIL OF THE U.S.A., INC.

Program Manager: Birute Jasaitis **Telephone:** 773/476-2655

Budget Period: From: Jan 1, 1998 **To:** Dec. 31, 1998

ITEM	1998 BUDGET	CARRYOVER FUNDS	TOTAL 1998 BUDGET
Advertising & Promotion	2,500.00		2,500.00
Consultants Services:			
Accounting & Auditing	3,500.00		3,500.00
Equipment			
Equipment Maintenance			
Maintenance			
Security Services	170,000.00	71,300.00	241,300.00
Snow Plowing			
Street Maintenance/Beautification			
Training and Workshops			
Transportation			

ITEM	1998 BUDGET	CARRYOVER FUNDS	TOTAL 1998 BUDGET
Administrative Costs for Managing SSA Program:			
Employees' Benefits	1,000.00		1,000.00
Insurance	5,500.00		5,500.00
License Fees			
Legal Fees	6,000.00		6,000.00
Office Equipment	1,000.00		1,000.00
Office Rent			
Postage	1,300.00		1,300.00
Printing/Publications	2,500.00		2,500.00
Salaries	15,100.00		15,100.00
Subscription/dues			
Supplies	1,500.00		1,500.00
Telephone	500.00		500.00
Utilities	1,000.00		1,000.00
Other: Miscellaneous	1,000.00		1,000.00
Bridge Fund		7,700.00	7,700.00
Contingency Fund for Uncollected Taxes (5% of budget)	10,620.00		10,620.00
TOTAL:	223,020.00	79,000.00	302,020.00

Estimated Tax Levy: Not to exceed .41% of the EAV

(Sub)Exhibit 3.
(To Service Provider Agent)

Contractor's Affadavit.

DISCLOSURE AFFIDAVIT

Bidder/Proposer Name: Lithuanian Human Services Council of the USA, INC.
Bidder/Proposer Address: 2711 West 71 st. str.
Chicago, IL 60629

Federal Employer I.D. # 36-316350 or Social Security #_____

Nature of transaction is:

[x] Contract funded in whole or part by City or State funds
[ ] Sale of land to City or purchase of land from City
[ ] Vacation of streets or alleys
[ ] Zoning Change
[ ] Lease
[ ] Loan
[ ] Grant
[ ] Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Anyone proposing one of the above transactions with the City of Chicago or submitting a bid/proposal to the City of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Birute Jasaitis (Name), as President (Title)
and on behalf of Lithuanian Human Servic Council (Business Name) ("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Chapter 2-154 of the Municipal Code of Chicago. (the "Municipal Code"), all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Bidder/Proposer is a:
[ ] Corporation
[ ] Partnership
[ ] Joint Venture
[ ] Sole Proprietorship
[x] Not-for-Profit-Corporation
[ ] Other

SECTION 1. FOR PROFIT CORPORATIONS

a. Incorporated in the State of_____
b. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print of Type)
N/A			

c. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print of Type)	Address	Ownership Interest
N/A		%

d. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 7.5% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print of Type)	Address	Ownership Interest
N/A		%
		%
		%

e. Is the corporation owned partially or completely by one or more other Corporations? YES [ ] NO [ ]

If "yes," provide the above information, as applicable, for each of said corporations.

SECTION 2. PARTNERSHIPS

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names of Partners (Print or Type)	Percentage Interest
N/A	%
	%
	%

SECTION 3. SOLE PROPRIETORSHIPS

a. The bidder/proposer is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:

YES [ ] NO [ ] If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s) (Print or Type)

N/A

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

N/A

SECTION 4. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

N/A

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. Incorporated in the State of ILLINOIS

b. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print of Type)
See attached list of Officers and Directors			

NOTE: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020 of the Municipal Code, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of 3 years prior to the date of award of the subcontract:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

   b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

   c. Made an admission of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.[3]

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code entitled "Governmental Ethics."

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state or local department or agency;

rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

B. SUBCONTRACTOR X BJ

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor or subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section II(A)(1) (a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section II(A)(1) (a) or (b) of this certification; or (b) of bid rigging, bid rotating or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B) (1) and (2) above, and Contractor shall make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 2-92, Section 2-92-320 of the Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

C. STATE TAX DELINQUENCIES X BJ

1. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements [Section II (C)] Contractor shall explain below. Attach additional pages if necessary. _____

4. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

D. OTHER TAXES/FEES

X B 1. Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary. _____

E. ANTI-COLLUSION

The Contractor, its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to attest to this section as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. PUNISHMENT

A Contractor who makes a false statement material to Section II (A)(2) of this certification commits a Class 3 Felony. 720 ILCS 5/33E - 11(b). Making a false statement concerning Section II of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

C B 1. Contractor is not a party to any pending lawsuits against the City nor has Contractor been sued by the City or its agents in any judicial or administrative proceeding.

2. If Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each judicial or administrative proceeding. Attach additional sheets if necessary. _____

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

C B A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five (5) years prior to the date of execution of this Affidavit, (1) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction[3], (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction[3].

If Contractor cannot make the certification contained in Paragraph A of this Section III, identify any exceptions specific to the City of Chicago or a political subdivision thereof: _____

If Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions specific to any other city, state or federal violation or any other Environmental Restriction: _____

_____

_____. (Attach Additional Pages of Explanation to this Contractor's Affidavit, if necessary.)

B. Without the prior written consent of the Purchasing Agent, Contractor will not (i) employ any subcontractor in connection with the Contract to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Subparagraph 1 of Paragraph A of this Section III prior to such subcontractor's performance of any work or services under the Contract to which this Affidavit pertains or furnishing any goods, supplies or materials of any kind under the Contract to which this Affidavit pertains; and (ii) employ, in connection with the Contract to which this Affidavit pertains, any of its officers have knowledge that the subcontractor cannot truthfully execute such certification. The Contractor will furnish to the Purchasing Agent upon his request an executed copy of each such certification.

C. Until Completion of the Contractor's performance under the Contract to which this Affidavit pertains, the Contractor will not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, whether in the performance of such Contract or otherwise.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent interest in Contractor, and an individual or entity has a fifty percent or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent or more percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV, is #1 or #2, then all of Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

X 1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.

2. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

3. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (1) and (2).

4. _____ There are no Substantial Owners.

V. AFFIDAVIT OF LOCAL BUSINESS

If this is a contract funded in whole or part by City or State funds, Contractor should fill out this section.

"LOCAL BUSINESS" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City Taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for the two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses."

1. Is bidder/proposer a "Local Business" as defined above? Yes: X No: _____

2. How many persons are currently employed by bidder/proposer? 7

3. Does bidder/proposer have business locations outside of the City of Chicago? Yes: _____ No: X

If yes, list such bidder/proposer's business addresses:

_____

_____

_____

(Attach Additional Sheets if Necessary)

4. How many of bidder/proposer's current employees work at City of Chicago locations? 7

5. Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)?

Yes: X No: _____

VI. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications shall become part of any contract awarded to the Contractor set forth within of this Disclosure Affidavit and are a material inducement to the City's execution of the contract, contract modification or, contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VII. **VERIFICATION**

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Birute Jasaitis
Signature of Authorized Officer

Birute Jasaitis
Name of Authorized Officer (Print or Type)

President
Title

773-476-2655
Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me this 25 day of NOV. 19 97 by Birute JASAITIS (Name) as President (Title) of Lithuanian Human Services (Bidder/Proposer or Contractor).

Birute Podis
Notary Public Signature

"OFFICIAL SEAL"
Birute Podis
Notary Public, State of Illinois
My Commission Expires 08/30/99

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. For purposes of Section II(A)(2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

3. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and : (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. @ 9601 *et. seq.*); (2) the Hazardous Material Transportation Act (49 U.S.C. @ 1801 *et seq.*); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. @ 7401 *et seq.*); (4) the Clean Water Act (33 U.S.C. @ 1251 *et seq.*); (5) the Clean Air Act (42 U.S.C. @ 7401 *et seq.*); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. @ 2601 *et seq.*); (7) the Safe Drinking Water Act (42 U.S.C. @ 300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. @ 651 *et seq.*); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. @ 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).



LITHUANIAN HUMAN SERVICES
COUNCIL OF THE USA, INC.
2711-15 West 71st Street, Chicago, Illinois 60629
773-476-2655 Fax 773-436-6909

BOARD OF DIRECTORS 1997-2000

BIRUTE JASAITIS - President
7220 So. Troy Ave.
Chicago, IL 60629
773-434-2165 Soc.sec.#320-28-5955
Oct.2, 1930

ALDONA SMULKSTYS -Secretary
7114 So.Mozart
Chicago, IL 60620
773-776-3335 Soc.sec.# 354-26-1768
August 6,1927

DR.PETRAS KISIELIUS -Visepresident
1634 So.49 th. Ave.
Cicero, IL 60650
708-652-4159 Soc.sec.#318-28-7730
Aug.17,1917

SALOMEJA DAULYS - Treasurer
4437 S.Talman Ave.
Chicago, IL 60632
773-847-4855 Soc.sec.# 341-34-3233
June 19, 1926

ELENA KEZELIS - DIRECTOR
One East Schiller 20 D
Chicago, IL 60610
312-751-0040 Soc.sec.339-30-2309
Oct.9,1936

ANTANAS PAUZUOLIS - DIRECTOR
7149 So. Millard Ave.
Chicago, IL 60629
773-581-7554 Soc.sec.# 070-26-9170
Nov.30, 1921

LAIMA VAICIUNAS - DIRECTOR
7155 So.Mozart
Chicago, IL 60629
773-925-3168 Soc.sec#346-26-1853.
Feb. 14,1920

JUOZAS ZYGAS - DIRECTOR
9604 So.Karlov Ave.
Oak Lawn IL 60453
708-434-3372 Soc.sec.# 285-28-2627

RITA SAKENIS - DIRECTOR
7028 So.Cambell Ave.
Chicago,IL 60629
773-737-6792 Soc.sec.# 328-86-0071

DISCLOSURE

Pursuant to Executive Order No. 97- 1, the Contractor (which term shall include other persons doing city business) must make certain disclosures with respect to attorneys, lobbyists, accountants, consultants, subcontractors or any other persons who have been retained by the Contractor with respect to the Contract, or other city business, or above referenced amendment/modification. The Contractor or other person doing city business must disclose the name, business address, relationship and fees paid or estimated to be paid. Any disclosure must conform to any applicable state law.

"Lobbyist" means any person (1) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (2) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

The Contractor or other person doing city business hereby certifies that the following parties are EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor or any other person retained or anticipated to be retained by the Contractor or person doing city business with respect to or in connection with the Contract or city business. Disclosure of Contractor's or other persons employees, paid solely through the regular payrolls of the Contractor for which the Contractor deducts or withholds taxes is not required.
(Attach additional sheets if necessary.)

Name	Business Address	Relationship (attorney, lobbyist, subcontractor, etc.)	Fees (paid or estimated)
Saulius Kuprys	150 S.Wacker Dr.Suite1050 Chicago IL 60606	Attorney	$6000.00
Joseph Paskus	P.O.Box 767 Orland Park,IL 60462	accountant	$3200.00

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED: ____

The Contractor hereby certifies that the information supplied in this Supplemental Affidavit is complete

and entire, and that no relevant information has been withheld.

The Contractor understands and agrees that the City may rely on the information provided herein. The Contractor understands and agrees that the provision of any false, incomplete or inaccurate information shall constitute default under the Contract and may result in termination of the Contract.

The Contractor understands that the purpose of Executive Order 97-1 is to promote public confidence in government and its decision-making by providing disclosure of persons or entities benefitting from City contracts. Therefore, in any case where the Contractor is uncertain of whether a disclosure is required under this Supplemental Affidavit, the Contractor must either ask the City whether the disclosure is required or make the disclosure. By signing below, the Authorized Officer agrees that the Contractor will supplement this disclosure on an annual basis if additional parties are retained in connection with the Contract or city business.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of all the information disclosed herein and that the same are true and complete.

Birute Jasaitis
Signature of Authorized Officer

Date: November 25, 1997

Birute Jasaitis
Name of Authorized Officer (print or type)

President
Title

State of ILLINOIS)
County of COOK)

Signed and sworn to before me this 25 day of Nov., 1997 by BIRUTE JASAITIS (name) as President (title) of Lithuanian Human Services Co. (Contractor).

Birute Podis
Notary Public

"OFFICIAL SEAL"
Birute Podis
Notary Public, State of Illinois
My Commission Expires 08/30/99

My commission expires 8.30.1999

ATTACHMENT TO DISCLOSURE FORM

In 1997, the following companies submitted proposals to be considered as the security service subcontractor for the Marquette Park Special Service Area #14.

Name	Business Address	Relationship (Attorney, lobbyist Subcontractor, etc.)
American Security Services, Inc. c/o Timothy Newsome	1515 S. Harlem Avenue Forest Park, Illinois 60130	Subcontractor
Illinois State Patrol Security Services, Inc. c/o Gregory Muntean	3820 W. 128th Pl. Alsip, Illinois 60658	Subcontractor

In 1997 American Security Services, Incorporated, was selected as the security vendor for Marquette Park Special Service Area Number 14. A proposal submission proces will be implemented for the selection of the security vendor, on an interim basis, prior to the appointment of a full sitting Commission. The total amount paid for security patrol program during the first quarter of 1998 will not exceed $71,300.00. After a Commission is appointed, a vendor will be selected through an application process for the remainder of the 1998 program year. This subcontract will not exceed $170,000.00.

Birute Jasaitis

Signature of Authorized Officer

BIRUTE JASAITIS
President, Lithuanian Human Services of the USA, Inc.

Exhibit 2.

MARQUETTE PARK SPECIAL SERVICE AREA NO. 14

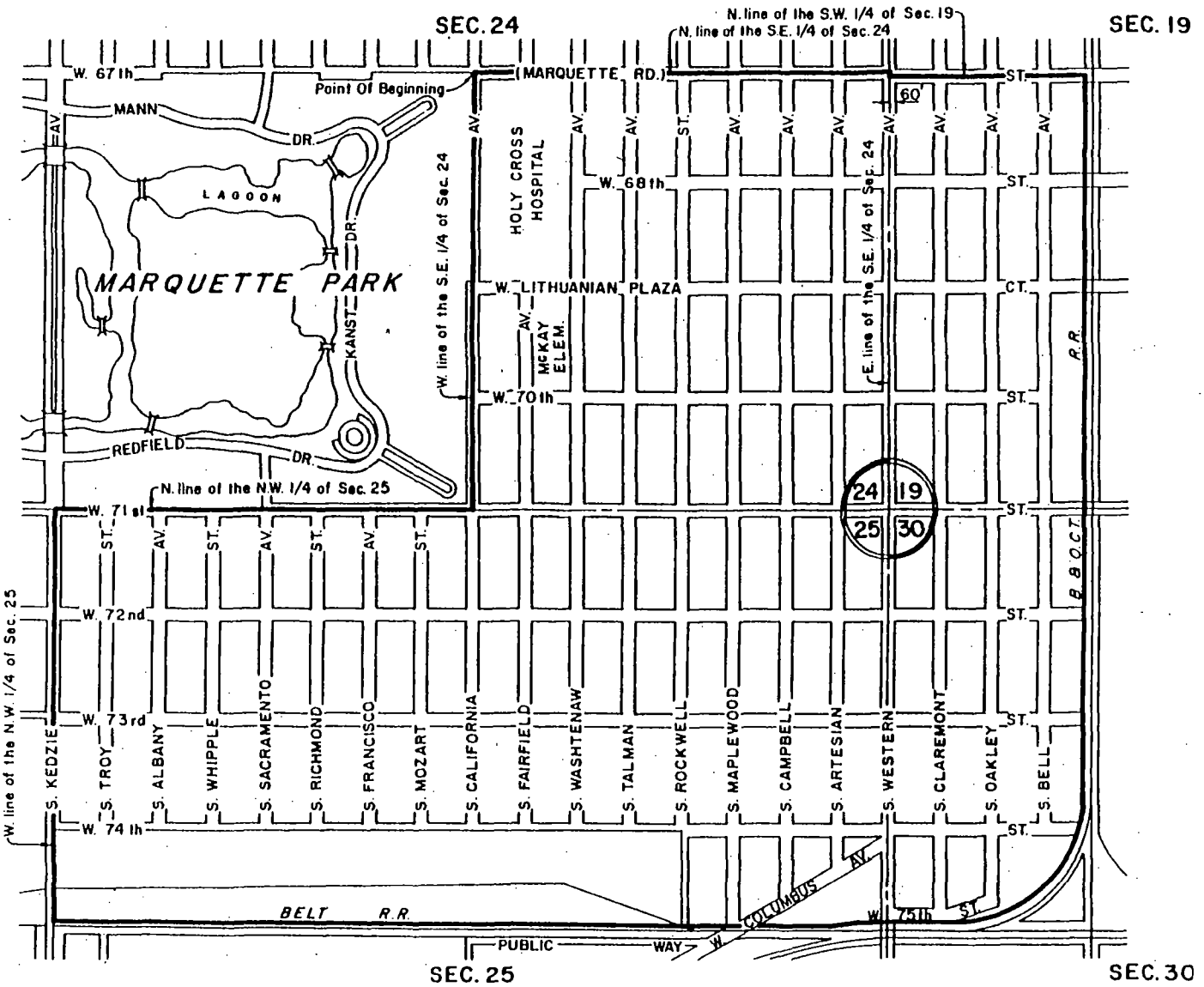


Exhibit 3.

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

TRCDC855

DATE 03/1[illegible]/97 TAX YEAR 199

VOL	PROPERTY NUMBER	TAX CODE
403	19-24-402-001-0000	72027
403	19-24-402-002-0000	72027
403	19-24-402-003-0000	72028
403	19-24-402-004-0000	72028
403	19-24-402-005-0000	72027
403	19-24-402-006-0000	72027
403	19-24-402-007-0000	72028
403	19-24-402-008-0000	72028
403	19-24-402-009-0000	72028
403	19-24-402-010-0000	72028
403	19-24-402-011-0000	72028
403	19-24-402-012-0000	72028
403	19-24-402-013-0000	72028
403	19-24-402-014-0000	72028
403	19-24-402-015-0000	72028
403	19-24-402-016-0000	72028
403	19-24-402-017-0000	72028
403	19-24-402-018-0000	72028
403	19-24-402-019-0000	72028
403	19-24-402-020-0000	72028
403	19-24-402-021-0000	72028
403	19-24-402-022-0000	72028
403	19-24-402-023-0000	72028
403	19-24-402-024-0000	72028
403	19-24-402-025-0000	72028
403	19-24-402-026-0000	72028
403	19-24-402-027-0000	72028
403	19-24-402-028-0000	72028
403	19-24-402-029-0000	72028
403	19-24-402-030-0000	72028
403	19-24-402-031-0000	72028
403	19-24-402-032-0000	72028
403	19-24-402-033-0000	72028
403	19-24-402-034-0000	72028
403	19-24-403-001-0000	72027
403	19-24-403-002-0000	72027
403	19-24-403-003-0000	72028
403	19-24-403-004-0000	72028
403	19-24-403-005-0000	72027
403	19-24-403-006-0000	72028
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403	19-24-403-008-0000	72028
403	19-24-403-009-0000	72028
403	19-24-403-010-0000	72028
403	19-24-403-011-0000	72028
403	19-24-403-012-0000	72028
403	19-24-403-013-0000	72028
403	19-24-403-014-0000	72028

TRCDC855

DATE 03/1[illegible]/97 TAX YEAR 19[illegible]

VOL	PROPERTY NUMBER	TAX CODE
403	19-24-403-015-0000	72028
403	19-24-403-016-0000	72028
403	19-24-403-017-0000	72028
403	19-24-403-018-0000	72028
403	19-24-403-019-0000	72028
403	19-24-403-020-0000	72027
403	19-24-403-021-0000	72028
403	19-24-403-022-0000	72028
403	19-24-403-023-0000	72028
403	19-24-403-024-0000	72028
403	19-24-403-025-0000	72028
403	19-24-403-026-0000	72028
403	19-24-403-027-0000	72028
403	19-24-403-028-0000	72028
403	19-24-403-029-0000	72028
403	19-24-403-030-0000	72028
403	19-24-403-031-0000	72028
403	19-24-403-032-0000	72028
403	19-24-403-033-0000	72027
403	19-24-404-001-0000	72027
403	19-24-404-002-0000	72028
403	19-24-404-003-0000	72028
403	19-24-404-004-0000	72028
403	19-24-404-005-0000	72028
403	19-24-404-006-0000	72028
403	19-24-404-007-0000	72027
403	19-24-404-008-0000	72028
403	19-24-404-009-0000	72028
403	19-24-404-010-0000	72028
403	19-24-404-011-0000	72028
403	19-24-404-012-0000	72028
403	19-24-404-013-0000	72028
403	19-24-404-014-0000	72028
403	19-24-404-015-0000	72028
403	19-24-404-016-0000	72028
403	19-24-404-017-0000	72028
403	19-24-404-018-0000	72028
403	19-24-404-019-0000	72028
403	19-24-404-020-0000	72027
403	19-24-404-021-0000	72028
403	19-24-404-022-0000	72028
403	19-24-404-023-0000	72028
403	19-24-404-024-0000	72028
403	19-24-404-025-0000	72028
403	19-24-404-026-0000	72028
403	19-24-404-027-0000	72028
403	19-24-404-028-0000	72028
403	19-24-404-029-0000	72028

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DATE 03/1[illegible]/97 TAX YEAR 19[illegible]

VOL	PROPERTY NUMBER	TAX CODE
403	19-24-404-030-0000	72028
403	19-24-404-031-0000	72028
403	19-24-404-032-0000	72028
403	19-24-404-033-0000	72028
403	19-24-404-034-0000	72028
403	19-24-405-001-0000	72027
403	19-24-405-002-0000	72027
403	19-24-405-003-0000	72027
403	19-24-405-004-0000	72027
403	19-24-405-005-0000	72028
403	19-24-405-006-0000	72028
403	19-24-405-007-0000	72028
403	19-24-405-008-0000	72028
403	19-24-405-009-0000	72028
403	19-24-405-010-0000	72028
403	19-24-405-011-0000	72028
403	19-24-405-012-0000	72028
403	19-24-405-013-0000	72028
403	19-24-405-014-0000	72028
403	19-24-405-015-0000	72028
403	19-24-405-016-0000	72028
403	19-24-405-017-0000	72028
403	19-24-405-018-0000	72028
403	19-24-405-023-0000	72027
403	19-24-405-024-0000	72027
403	19-24-405-025-0000	72027
403	19-24-405-026-0000	72027
403	19-24-405-027-0000	72027
403	19-24-405-028-0000	72027
403	19-24-405-029-0000	72027
403	19-24-405-033-0000	72027
403	19-24-405-034-0000	72027
403	19-24-405-035-0000	72027
403	19-24-405-036-0000	72027
403	19-24-405-037-0000	72027
403	19-24-405-038-0000	72027
403	19-24-407-001-0000	7202[illegible]
403	19-24-407-002-0000	7202[illegible]
403	19-24-407-003-0000	7202[illegible]
403	19-24-407-004-0000	7202[illegible]
403	19-24-407-005-0000	7202
403	19-24-407-006-0000	7202
403	19-24-407-007-0000	7202
403	19-24-407-008-0000	7202
403	19-24-407-009-0000	7202
403	19-24-407-010-0000	7202
403	19-24-407-011-0000	7202
403	19-24-407-012-0000	7202

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE
403	19-24-407-013-0000	72028
403	19-24-407-014-0000	72028
403	19-24-407-015-0000	72028
403	19-24-407-016-0000	72027
403	19-24-407-017-0000	72028
403	19-24-407-018-0000	72028
403	19-24-407-019-0000	72028
403	19-24-407-020-0000	72028
403	19-24-407-021-0000	72028
403	19-24-407-022-0000	72028
403	19-24-407-023-0000	72028
403	19-24-407-024-0000	72028
403	19-24-407-025-0000	72028
403	19-24-407-026-0000	72028
403	19-24-407-027-0000	72028
403	19-24-407-028-0000	72028
403	19-24-407-029-0000	72028
403	19-24-407-030-0000	72028
403	19-24-407-033-0000	72027
403	19-24-407-034-0000	72027
403	19-24-407-035-0000	72027
403	19-24-407-036-0000	72027
403	19-24-407-037-0000	72027
403	19-24-407-038-0000	72027
403	19-24-407-039-0000	72027
403	19-24-407-040-0000	72027
403	19-24-407-041-0000	72027
403	19-24-408-001-0000	72028
403	19-24-408-002-0000	72028
403	19-24-408-003-0000	72028
403	19-24-408-004-0000	72028
403	19-24-408-005-0000	72028
403	19-24-408-006-0000	72028
403	19-24-408-007-0000	72028
403	19-24-408-008-0000	72028
403	19-24-408-009-0000	72028
403	19-24-408-010-0000	72028
403	19-24-408-011-0000	72028
403	19-24-408-012-0000	72028
403	19-24-408-013-0000	72028
403	19-24-408-014-0000	72028
403	19-24-408-015-0000	72028
403	19-24-408-016-0000	72028
403	19-24-408-017-0000	72028
403	19-24-408-018-0000	72028
403	19-24-408-019-0000	72028
403	19-24-408-020-0000	72028
403	19-24-408-021-0000	72028

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DATE 03/[illegible]/97 TAX YEAR 19[illegible]

VOL	PROPERTY NUMBER	TAX CODE
403	19-24-408-022-0000	72028
403	19-24-408-023-0000	72028
403	19-24-408-024-0000	72028
403	19-24-408-025-0000	72028
403	19-24-408-026-0000	72028
403	19-24-408-027-0000	72028
403	19-24-408-028-0000	72028
403	19-24-408-029-0000	72028
403	19-24-408-030-0000	72028
403	19-24-408-031-0000	72027
403	19-24-408-034-0000	72027
403	19-24-408-035-0000	72027
403	19-24-408-036-0000	72027
403	19-24-408-037-0000	72027
403	19-24-408-038-0000	72028
403	19-24-408-041-0000	72027
403	19-24-408-042-0000	72027
403	19-24-409-001-0000	72028
403	19-24-409-002-0000	72028
403	19-24-409-003-0000	72028
403	19-24-409-004-0000	72028
403	19-24-409-005-0000	72028
403	19-24-409-006-0000	72028
403	19-24-409-007-0000	72028
403	19-24-409-008-0000	72028
403	19-24-409-009-0000	72028
403	19-24-409-010-0000	72028
403	19-24-409-011-0000	72028
403	19-24-409-012-0000	72028
403	19-24-409-013-0000	72028
403	19-24-409-014-0000	72028
403	19-24-409-015-0000	72028
403	19-24-409-016-0000	72028
403	19-24-409-017-0000	72028
403	19-24-409-018-0000	72028
403	19-24-409-019-0000	72028
403	19-24-409-020-0000	72028
403	19-24-409-021-0000	72028
403	19-24-409-022-0000	72028
403	19-24-409-023-0000	72028
403	19-24-409-024-0000	72028
403	19-24-409-025-0000	72028
403	19-24-409-026-0000	72028
403	19-24-409-027-0000	72028
403	19-24-409-028-0000	72028
403	19-24-409-029-0000	72027
403	19-24-409-030-0000	72028
403	19-24-409-031-0000	72028

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VOL	PROPERTY NUMBER	[illegible]
403	19-24-409-032-0000	7[illegible]
403	19-24-409-033-0000	7[illegible]
403	19-24-409-034-0000	7[illegible]
403	19-24-409-035-0000	7[illegible]
403	19-24-409-036-0000	7[illegible]
403	19-24-409-037-0000	7[illegible]
403	19-24-409-038-0000	7[illegible]
403	19-24-409-039-0000	7[illegible]
403	19-24-409-040-0000	7[illegible]
403	19-24-409-041-0000	7[illegible]
403	19-24-409-042-0000	7[illegible]
403	19-24-409-043-0000	7[illegible]
403	19-24-410-003-0000	7[illegible]
403	19-24-410-004-0000	7[illegible]
403	19-24-410-005-0000	7[illegible]
403	19-24-410-006-0000	7[illegible]
403	19-24-410-007-0000	7[illegible]
403	19-24-410-008-0000	7[illegible]
403	19-24-410-009-0000	7[illegible]
403	19-24-410-010-0000	7[illegible]
403	19-24-410-011-0000	7[illegible]
403	19-24-410-012-0000	7[illegible]
403	19-24-410-013-0000	7[illegible]
403	19-24-410-014-0000	7[illegible]
403	19-24-410-015-0000	7[illegible]
403	19-24-410-016-0000	7[illegible]
403	19-24-410-017-0000	7[illegible]
403	19-24-410-018-0000	7[illegible]
403	19-24-410-022-0000	7[illegible]
403	19-24-410-023-0000	7[illegible]
403	19-24-410-024-0000	7[illegible]
403	19-24-410-025-0000	7[illegible]
403	19-24-410-026-0000	7[illegible]
403	19-24-410-027-0000	7[illegible]
403	19-24-410-028-0000	7[illegible]
403	19-24-410-029-0000	7[illegible]
403	19-24-410-030-0000	7[illegible]
403	19-24-410-031-0000	7[illegible]
403	19-24-410-032-0000	7[illegible]
403	19-24-410-036-0000	7[illegible]
403	19-24-410-037-0000	7[illegible]
403	19-24-410-038-0000	7[illegible]
403	19-24-410-039-0000	7[illegible]
403	19-24-410-040-0000	7[illegible]
403	19-24-410-041-0000	7[illegible]
403	19-24-410-042-0000	7[illegible]
403	19-24-410-043-0000	7[illegible]
403	19-24-410-044-0000	7[illegible]

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE
403	19-24-410-045-0000	72027
403	19-24-410-048-0000	72028
403	19-24-410-051-0000	72028
403	19-24-410-052-0000	72028
403	19-24-410-053-0000	72028
403	19-24-410-054-0000	72027
403	19-24-410-055-0000	72028
403	19-24-410-056-0000	72028
403	19-24-411-003-0000	72027
403	19-24-411-004-0000	72028
403	19-24-411-005-0000	72028
403	19-24-411-006-0000	72028
403	19-24-411-007-0000	72028
403	19-24-411-008-0000	72028
403	19-24-411-009-0000	72028
403	19-24-411-010-0000	72028
403	19-24-411-011-0000	72028
403	19-24-411-012-0000	72028
403	19-24-411-013-0000	72028
403	19-24-411-014-0000	72028
403	19-24-411-015-0000	72028
403	19-24-411-016-0000	72028
403	19-24-411-017-0000	72028
403	19-24-411-018-0000	72028
403	19-24-411-019-0000	72028
403	19-24-411-020-0000	72028
403	19-24-411-021-0000	72028
403	19-24-411-024-0000	72028
403	19-24-411-025-0000	72028
403	19-24-411-026-0000	72028
403	19-24-411-027-0000	72028
403	19-24-411-028-0000	72028
403	19-24-411-029-0000	72027
403	19-24-411-034-0000	72027
403	19-24-411-035-0000	72028
403	19-24-411-036-0000	72028
403	19-24-411-037-0000	72028
403	19-24-411-038-0000	72028
403	19-24-411-039-0000	72028
403	19-24-411-040-0000	72028
403	19-24-411-041-0000	72027
403	19-24-411-042-0000	72028
403	19-24-411-045-0000	72028
403	19-24-411-046-0000	72028
403	19-24-411-048-0000	72028
403	19-24-411-049-0000	72028
403	19-24-411-050-0000	72028
403	19-24-411-051-0000	72028

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VOL	PROPERTY NUMBER	TAX CODE
403	19-24-412-001-0000	72027
403	19-24-412-002-0000	72028
403	19-24-412-003-0000	72028
403	19-24-412-004-0000	72028
403	19-24-412-005-0000	72028
403	19-24-412-006-0000	72028
403	19-24-412-007-0000	72028
403	19-24-412-008-0000	72028
403	19-24-412-009-0000	72028
403	19-24-412-010-0000	72028
403	19-24-412-011-0000	72028
403	19-24-412-012-0000	72027
403	19-24-412-013-0000	72027
403	19-24-412-014-0000	72027
403	19-24-412-015-0000	72028
403	19-24-412-016-0000	72027
403	19-24-412-017-0000	72028
403	19-24-412-018-0000	72027
403	19-24-412-019-0000	72027
403	19-24-412-021-0000	72027
403	19-24-412-022-0000	72027
403	19-24-412-023-0000	72027
403	19-24-412-024-0000	72027
403	19-24-412-025-0000	72027
403	19-24-412-026-0000	72027
403	19-24-412-027-0000	72027
403	19-24-412-028-0000	72027
403	19-24-412-029-0000	72028
403	19-24-412-030-0000	72027
403	19-24-412-031-0000	72027
403	19-24-412-032-0000	72027
403	19-24-412-033-0000	72027
403	19-24-412-034-0000	72028
403	19-24-412-035-0000	72027
403	19-24-412-036-0000	72027
403	19-24-412-037-0000	72027
403	19-24-412-038-0000	72027
403	19-24-412-039-0000	72027
403	19-24-412-040-0000	72027
403	19-24-412-041-0000	72028
403	19-24-412-042-0000	72027
403	19-24-413-005-0000	72028
403	19-24-413-012-0000	72028
403	19-24-413-016-0000	72028
403	19-24-413-019-0000	72028
403	19-24-413-020-0000	72028
403	19-24-413-021-0000	72028
403	19-24-413-022-0000	72028

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VOL	PROPERTY NUMBER	
403	19-24-413-023-0000	7
403	19-24-413-024-0000	7
403	19-24-413-027-0000	7
403	19-24-413-036-0000	7
403	19-24-413-037-0000	7
403	19-24-413-038-0000	7
403	19-24-413-039-0000	7
403	19-24-413-043-0000	7
403	19-24-413-048-0000	7
403	19-24-413-049-0000	7
403	19-24-413-050-0000	7
403	19-24-413-051-0000	7
403	19-24-413-052-0000	7
403	19-24-413-053-0000	7
403	19-24-413-054-0000	7
403	19-24-413-055-0000	7
403	19-24-413-056-0000	7
403	19-24-413-057-0000	7
403	19-24-413-058-0000	7
403	19-24-413-059-0000	7
403	19-24-415-001-0000	7
403	19-24-415-002-0000	7
403	19-24-415-003-0000	7
403	19-24-415-004-0000	7
403	19-24-415-005-0000	7
403	19-24-415-006-0000	7
403	19-24-415-007-0000	7
403	19-24-415-008-0000	7
403	19-24-415-009-0000	7
403	19-24-415-010-0000	7
403	19-24-415-011-0000	7
403	19-24-415-012-0000	7
403	19-24-415-013-0000	7
403	19-24-415-014-0000	7
403	19-24-415-015-0000	7
403	19-24-415-016-0000	7
403	19-24-415-017-0000	7
403	19-24-415-018-0000	7
403	19-24-415-019-0000	7
403	19-24-415-020-0000	7
403	19-24-415-021-0000	7
403	19-24-415-022-0000	7
403	19-24-415-023-0000	7
403	19-24-415-024-0000	7
403	19-24-415-025-0000	7
403	19-24-415-026-0000	7
403	19-24-415-027-0000	7
403	19-24-415-028-0000	7

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE
403	19-24-415-029-0000	72028
403	19-24-415-030-0000	72027
403	19-24-415-031-0000	72028
403	19-24-415-032-0000	72028
403	19-24-415-033-0000	72028
403	19-24-415-034-0000	72028
403	19-24-415-035-0000	72028
403	19-24-415-036-0000	72028
403	19-24-415-037-0000	72028
403	19-24-415-038-0000	72028
403	19-24-415-039-0000	72028
403	19-24-415-040-0000	72028
403	19-24-415-041-0000	72028
403	19-24-415-042-0000	72028
403	19-24-416-004-0000	72028
403	19-24-416-005-0000	72028
403	19-24-416-006-0000	72028
403	19-24-416-007-0000	72028
403	19-24-416-008-0000	72028
403	19-24-416-009-0000	72028
403	19-24-416-010-0000	72028
403	19-24-416-011-0000	72028
403	19-24-416-012-0000	72028
403	19-24-416-013-0000	72028
403	19-24-416-014-0000	72028
403	19-24-416-015-0000	72028
403	19-24-416-016-0000	72028
403	19-24-416-017-0000	72028
403	19-24-416-018-0000	72028
403	19-24-416-019-0000	72028
403	19-24-416-020-0000	72028
403	19-24-416-021-0000	72028
403	19-24-416-022-0000	72028
403	19-24-416-023-0000	72028
403	19-24-416-024-0000	72028
403	19-24-416-025-0000	72028
403	19-24-416-026-0000	72028
403	19-24-416-027-0000	72028
403	19-24-416-028-0000	72028
403	19-24-416-029-0000	72028
403	19-24-416-030-0000	72028
403	19-24-416-031-0000	72028
403	19-24-416-032-0000	72028
403	19-24-416-033-0000	72028
403	19-24-416-034-0000	72028
403	19-24-416-035-0000	72028
403	19-24-416-036-0000	72028
403	19-24-416-037-0000	72028

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VOL	PROPERTY NUMBER	TAX CODE
403	19-24-416-038-0000	72028
403	19-24-416-039-0000	72028
403	19-24-416-040-0000	72028
403	19-24-416-041-0000	72028
403	19-24-416-042-0000	72028
403	19-24-416-047-0000	72028
403	19-24-416-048-0000	72028
403	19-24-417-001-0000	72027
403	19-24-417-002-0000	72027
403	19-24-417-003-0000	72027
403	19-24-417-004-0000	72027
403	19-24-417-005-0000	72027
403	19-24-417-006-0000	72027
403	19-24-417-007-0000	72027
403	19-24-417-008-0000	72027
403	19-24-417-009-0000	72027
403	19-24-417-010-0000	72028
403	19-24-417-011-0000	72028
403	19-24-417-012-0000	72028
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403	19-24-417-015-0000	72028
403	19-24-417-016-0000	72028
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403	19-24-417-020-0000	72028
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403	19-24-417-023-0000	72028
403	19-24-417-024-0000	72028
403	19-24-417-025-0000	72028
403	19-24-417-026-0000	72028
403	19-24-417-027-0000	72028
403	19-24-417-028-0000	72028
403	19-24-417-029-0000	72028
403	19-24-417-030-0000	72028
403	19-24-417-031-0000	72028
403	19-24-417-032-0000	72028
403	19-24-417-033-0000	72028
403	19-24-417-034-0000	72028
403	19-24-417-035-0000	72028
403	19-24-417-036-0000	72028
403	19-24-417-037-0000	72028
403	19-24-417-038-0000	72028
403	19-24-417-039-0000	72028
403	19-24-418-003-0000	72027
403	19-24-418-004-0000	72027

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VOL	PROPERTY NUMBER	CC
403	19-24-418-005-0000	72C
403	19-24-418-006-0000	72C
403	19-24-418-009-0000	72C
403	19-24-418-010-0000	72C
403	19-24-418-011-0000	72C
403	19-24-418-012-0000	72C
403	19-24-418-013-0000	72C
403	19-24-418-014-0000	72C
403	19-24-418-015-0000	72C
403	19-24-418-016-0000	72C
403	19-24-418-017-0000	72C
403	19-24-418-018-0000	72C
403	19-24-418-019-0000	72C
403	19-24-418-020-0000	72C
403	19-24-418-021-0000	72C
403	19-24-418-022-0000	72C
403	19-24-418-023-0000	72C
403	19-24-418-024-0000	72C
403	19-24-418-025-0000	72C
403	19-24-418-026-0000	72C
403	19-24-418-027-0000	72C
403	19-24-418-028-0000	72C
403	19-24-418-029-0000	720
403	19-24-418-030-0000	720
403	19-24-418-031-0000	720
403	19-24-418-032-0000	720
403	19-24-418-033-0000	720
403	19-24-418-034-0000	720
403	19-24-418-035-0000	720
403	19-24-418-036-0000	720
403	19-24-418-037-0000	720
403	19-24-418-038-0000	720
403	19-24-418-039-0000	720
403	19-24-418-040-0000	720
403	19-24-418-041-0000	720
403	19-24-418-042-0000	720
403	19-24-418-043-0000	720
403	19-24-419-003-0000	720
403	19-24-419-004-0000	720
403	19-24-419-005-0000	720
403	19-24-419-006-0000	720
403	19-24-419-007-0000	720
403	19-24-419-008-0000	720
403	19-24-419-009-0000	720
403	19-24-419-010-0000	720
403	19-24-419-011-0000	720
403	19-24-419-012-0000	720
403	19-24-419-013-0000	720

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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DATE 03/[illegible]/97 TAX YEAR 199[illegible]

VOL	PROPERTY NUMBER	TAX CODE
403	19-24-419-014-0000	72028
403	19-24-419-015-0000	72028
403	19-24-419-016-0000	72028
403	19-24-419-017-0000	72028
403	19-24-419-018-0000	72028
403	19-24-419-019-0000	72028
403	19-24-419-020-0000	72028
403	19-24-419-021-0000	72028
403	19-24-419-022-0000	72028
403	19-24-419-023-0000	72028
403	19-24-419-024-0000	72028
403	19-24-419-025-0000	72028
403	19-24-419-026-0000	72028
403	19-24-419-027-0000	72028
403	19-24-419-028-0000	72028
403	19-24-419-029-0000	72028
403	19-24-419-030-0000	72028
403	19-24-419-031-0000	72028
403	19-24-419-032-0000	72028
403	19-24-419-033-0000	72028
403	19-24-419-034-0000	72028
403	19-24-419-035-0000	72028
403	19-24-419-036-0000	72028
403	19-24-419-037-0000	72028
403	19-24-419-038-0000	72028
403	19-24-419-039-0000	72028
403	19-24-419-040-0000	72028
403	19-24-419-041-0000	72027
403	19-24-420-001-0000	72027
403	19-24-420-002-0000	72027
403	19-24-420-003-0000	72027
403	19-24-420-006-0000	72028
403	19-24-420-007-0000	72028
403	19-24-420-008-0000	72028
403	19-24-420-009-0000	72028
403	19-24-420-010-0000	72028
403	19-24-420-011-0000	72028
403	19-24-420-012-0000	72028
403	19-24-420-013-0000	72028
403	19-24-420-014-0000	72028
403	19-24-420-015-0000	72028
403	19-24-420-016-0000	72028
403	19-24-420-017-0000	72028
403	19-24-420-018-0000	72028
403	19-24-420-019-0000	72028
403	19-24-420-020-0000	72027
403	19-24-420-021-0000	72027
403	19-24-420-022-0000	72027

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DATE 03/[illegible]/97 TAX YEAR 199[illegible]

VOL	PROPERTY NUMBER	TAX CODE
403	19-24-420-023-0000	72027
403	19-24-420-024-0000	72027
403	19-24-420-025-0000	72027
403	19-24-420-026-0000	72027
403	19-24-420-027-0000	72027
403	19-24-420-028-0000	72027
403	19-24-420-029-0000	72027
403	19-24-420-030-0000	72027
403	19-24-420-031-0000	72027
403	19-24-420-032-0000	72027
403	19-24-420-033-0000	72027
403	19-24-420-034-0000	72027
403	19-24-420-035-0000	72027
403	19-24-420-036-0000	72027
403	19-24-420-037-0000	72027
403	19-24-420-038-0000	72027
403	19-24-420-039-0000	72027
403	19-24-420-040-0000	72027
403	19-24-421-004-0000	72028
403	19-24-421-005-0000	72028
403	19-24-421-006-0000	72028
403	19-24-421-007-0000	72028
403	19-24-421-008-0000	72028
403	19-24-421-009-0000	72028
403	19-24-421-023-0000	72028
403	19-24-421-024-0000	72027
403	19-24-421-025-0000	72028
403	19-24-421-026-0000	72028
403	19-24-421-027-0000	72028
403	19-24-421-028-0000	72027
403	19-24-421-029-0000	72028
403	19-24-421-030-0000	72028
403	19-24-421-041-0000	72028
403	19-24-421-042-0000	72028
403	19-24-421-043-0000	72028
403	19-24-421-044-0000	72028
403	19-24-421-045-0000	72028
403	19-24-421-052-0000	72028
403	19-24-421-053-0000	72028
403	19-24-421-054-0000	72028
403	19-24-421-055-0000	72028
403	19-24-421-058-0000	72028
403	19-24-421-061-0000	72028
403	19-24-421-066-0000	72028
403	19-24-421-067-0000	72028
403	19-24-421-068-0000	72028
403	19-24-421-069-0000	72028
403	19-24-421-070-0000	72028

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VOL	PROPERTY NUMBER	TAX COD
403	19-24-421-071-0000	7202
403	19-24-421-072-0000	7202
403	19-24-422-002-0000	7202
403	19-24-422-003-0000	7202
403	19-24-422-006-0000	7202
403	19-24-422-007-0000	7202
403	19-24-422-008-0000	7202
403	19-24-422-019-0000	7202
403	19-24-422-020-0000	7202
403	19-24-422-031-0000	7202
403	19-24-422-033-0000	7202
403	19-24-422-034-0000	7202
403	19-24-423-001-0000	7202
403	19-24-423-002-0000	7202
403	19-24-423-003-0000	7202
403	19-24-423-004-0000	7202
403	19-24-423-005-0000	7202
403	19-24-423-006-0000	7202
403	19-24-423-007-0000	7202
403	19-24-423-008-0000	7202
403	19-24-423-009-0000	7202
403	19-24-423-010-0000	7202
403	19-24-423-012-0000	7202
403	19-24-423-013-0000	7202
403	19-24-423-014-0000	7202
403	19-24-423-015-0000	7202
403	19-24-423-016-0000	7202
403	19-24-423-017-0000	7202
403	19-24-423-018-0000	7202
403	19-24-423-019-0000	7202
403	19-24-423-020-0000	7202
403	19-24-423-021-0000	7202
403	19-24-423-022-0000	7202
403	19-24-423-023-0000	7202
403	19-24-423-024-0000	7202
403	19-24-423-025-0000	7202
403	19-24-423-026-0000	7202
403	19-24-423-027-0000	720
403	19-24-423-028-0000	720
403	19-24-423-029-0000	720
403	19-24-423-030-0000	720
403	19-24-423-031-0000	720
403	19-24-423-032-0000	720
403	19-24-423-035-0000	720
403	19-24-423-036-0000	720
403	19-24-423-037-0000	720
403	19-24-423-038-0000	720
403	19-24-423-039-0000	720

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	N
403	19-24-423-040-0000	72027	O
403	19-24-423-043-0000	72027	J
403	19-24-423-044-0000	72028	T
403	19-24-423-045-0000	72027	R
403	19-24-423-046-0000	72027	P
403	19-24-423-047-0000	72027	M
403	19-24-424-001-0000	72028	V
403	19-24-424-002-0000	72028	R
403	19-24-424-003-0000	72028	V
403	19-24-424-004-0000	72028	R
403	19-24-424-005-0000	72028	R
403	19-24-424-006-0000	72028	C
403	19-24-424-007-0000	72028	A
403	19-24-424-008-0000	72028	E
403	19-24-424-009-0000	72028	.
403	19-24-424-010-0000	72028	.
403	19-24-424-011-0000	72028	S
403	19-24-424-012-0000	72028	H
403	19-24-424-013-0000	72028	C
403	19-24-424-014-0000	72028	V
403	19-24-424-015-0000	72028	C
403	19-24-424-016-0000	72028	R
403	19-24-424-017-0000	72028	V
403	19-24-424-018-0000	72028	I
403	19-24-424-019-0000	72028	I
403	19-24-424-020-0000	72028	I
403	19-24-424-021-0000	72028	.
403	19-24-424-022-0000	72028	
403	19-24-424-023-0000	72028	.
403	19-24-424-024-0000	72028	.
403	19-24-424-025-0000	72028	
403	19-24-424-026-0000	72028	
403	19-24-424-027-0000	72028	
403	19-24-424-028-0000	72028	
403	19-24-424-029-0000	72028	
403	19-24-424-030-0000	72028	
403	19-24-424-031-0000	72028	
403	19-24-424-032-0000	72028	
403	19-24-424-033-0000	72027	
403	19-24-424-034-0000	72027	
403	19-24-424-035-0000	72027	
403	19-24-424-036-0000	72027	
403	19-24-424-044-0000	72027	
403	19-24-425-001-0000	72028	
403	19-24-425-002-0000	72028	
403	19-24-425-003-0000	72028	
403	19-24-425-004-0000	72028	
403	19-24-425-005-0000	72028	

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VOL	PROPERTY NUMBER	TAX CODE	N
403	19-24-425-006-0000	72028	A
403	19-24-425-007-0000	72028	V
403	19-24-425-008-0000	72028	C
403	19-24-425-009-0000	72028	S
403	19-24-425-010-0000	72028	C
403	19-24-425-011-0000	72028	.
403	19-24-425-012-0000	72028	.
403	19-24-425-013-0000	72028	R
403	19-24-425-014-0000	72028	-
403	19-24-425-015-0000	72028	H
403	19-24-425-016-0000	72027	R
403	19-24-425-017-0000	72027	R
403	19-24-425-018-0000	72027	R
403	19-24-425-019-0000	72027	R
403	19-24-425-020-0000	72027	.
403	19-24-425-021-0000	72027	R
403	19-24-425-022-0000	72028	.
403	19-24-425-023-0000	72028	R
403	19-24-425-024-0000	72028	
403	19-24-425-025-0000	72028	
403	19-24-425-026-0000	72028	
403	19-24-425-027-0000	72028	
403	19-24-425-028-0000	72028	
403	19-24-425-029-0000	72028	
403	19-24-425-030-0000	72028	
403	19-24-425-031-0000	72028	
403	19-24-425-032-0000	72028	
403	19-24-425-033-0000	72028	
403	19-24-425-034-0000	72028	
403	19-24-425-035-0000	72028	
403	19-24-425-036-0000	72028	
403	19-24-425-037-0000	72028	
403	19-24-425-038-0000	72028	
403	19-24-426-001-0000	72027	
403	19-24-426-002-0000	72028	
403	19-24-426-003-0000	72028	
403	19-24-426-004-0000	72028	
403	19-24-426-005-0000	72028	
403	19-24-426-006-0000	72028	
403	19-24-426-007-0000	72028	
403	19-24-426-008-0000	72028	
403	19-24-426-009-0000	72028	
403	19-24-426-010-0000	72028	
403	19-24-426-011-0000	72028	
403	19-24-426-012-0000	72028	
403	19-24-426-013-0000	72028	
403	19-24-426-014-0000	72028	
403	19-24-426-015-0000	72028	

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VOL	PROPERTY NUMBER	T CC
403	19-24-426-016-0000	72C
403	19-24-426-017-0000	72C
403	19-24-426-018-0000	72C
403	19-24-426-019-0000	72C
403	19-24-426-020-0000	72C
403	19-24-426-021-0000	72C
403	19-24-426-022-0000	72C
403	19-24-426-023-0000	72C
403	19-24-426-024-0000	72C
403	19-24-426-025-0000	72C
403	19-24-426-026-0000	72C
403	19-24-426-027-0000	72C
403	19-24-426-028-0000	72C
403	19-24-426-029-0000	72C
403	19-24-426-030-0000	72C
403	19-24-426-031-0000	72C
403	19-24-426-032-0000	72C
403	19-24-426-033-0000	72C
403	19-24-426-034-0000	72C
403	19-24-426-035-0000	72C
403	19-24-426-036-0000	72C
403	19-24-427-001-0000	72C
403	19-24-427-002-0000	72C
403	19-24-427-003-0000	72C
403	19-24-427-004-0000	72C
403	19-24-427-005-0000	72C
403	19-24-427-006-0000	72C
403	19-24-427-007-0000	72C
403	19-24-427-008-0000	72C
403	19-24-427-009-0000	72C
403	19-24-427-010-0000	72C
403	19-24-427-011-0000	72
403	19-24-427-012-0000	72
403	19-24-427-013-0000	72
403	19-24-427-014-0000	72
403	19-24-427-015-0000	72
403	19-24-427-016-0000	72
403	19-24-427-017-0000	72
403	19-24-427-018-0000	72
403	19-24-427-019-0000	72
403	19-24-427-020-0000	72
403	19-24-427-021-0000	72
403	19-24-427-022-0000	72
403	19-24-427-023-0000	72
403	19-24-427-024-0000	72
403	19-24-427-025-0000	72
403	19-24-427-026-0000	72
403	19-24-427-027-0000	72

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	NA
403	19-24-427-028-0000	72028	ES
403	19-24-427-029-0000	72028	BC
403	19-24-427-030-0000	72027	SA
403	19-24-427-031-0000	72027	SA
403	19-24-427-032-0000	72027	MA
403	19-24-427-033-0000	72027	ST
403	19-24-427-034-0000	72027	NC
403	19-24-427-035-0000	72027	RA
403	19-24-427-036-0000	72027	RA
403	19-24-427-037-0000	72027	RA
403	19-24-427-038-0000	72027	V
403	19-24-428-001-0000	72027	S
403	19-24-428-002-0000	72028	EI
403	19-24-428-003-0000	72028	E
403	19-24-428-004-0000	72028	C
403	19-24-428-005-0000	72028	S
403	19-24-428-006-0000	72028	C
403	19-24-428-007-0000	72028	D
403	19-24-428-008-0000	72028	L
403	19-24-428-009-0000	72028	T
403	19-24-428-010-0000	72028	J
403	19-24-428-011-0000	72028	P
403	19-24-428-012-0000	72028	C
403	19-24-428-013-0000	72028	A
403	19-24-428-014-0000	72028	A
403	19-24-428-015-0000	72027	J
403	19-24-428-016-0000	72027	J
403	19-24-428-017-0000	72027	J
403	19-24-428-018-0000	72027	L
403	19-24-428-019-0000	72027	L
403	19-24-428-020-0000	72027	L
403	19-24-428-021-0000	72027	I
403	19-24-428-022-0000	72027	I
403	19-24-428-023-0000	72027	I
403	19-24-428-024-0000	72027	I
403	19-24-428-025-0000	72027	I
403	19-24-428-026-0000	72027	I
403	19-24-428-027-0000	72027	I
403	19-24-428-028-0000	72027	
403	19-24-428-029-0000	72027	
403	19-24-428-033-0000	72027	
403	19-24-428-034-0000	72027	
403	19-24-428-035-0000	72027	
403	19-24-428-038-0000	72027	
403	19-24-428-040-0000	72027	
403	19-24-428-041-0000	72027	
403	19-24-428-042-0000	72027	
403	19-24-428-043-0000	72027	

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VOL	PROPERTY NUMBER	TAX CODE	NA
403	19-24-428-044-0000	72027	KE
403	19-25-100-001-0000	72027	RI
403	19-25-100-002-0000	72027	RI
403	19-25-100-003-0000	72027	RI
403	19-25-100-004-0000	72027	RI
403	19-25-100-005-0000	72027	HU
403	19-25-100-006-0000	72027	RC
403	19-25-100-007-0000	72027	TA
403	19-25-100-008-0000	72027	WI
403	19-25-100-009-0000	72027	GL
403	19-25-100-010-0000	72028	AP
403	19-25-100-011-0000	72028	BA
403	19-25-100-012-0000	72028	AP
403	19-25-100-013-0000	72028	S
403	19-25-100-014-0000	72028	G.
403	19-25-100-015-0000	72028	D
403	19-25-100-016-0000	72028	D
403	19-25-100-017-0000	72028	K
403	19-25-100-018-0000	72028	V
403	19-25-100-019-0000	72028	P
403	19-25-100-020-0000	72028	D
403	19-25-100-021-0000	72028	I
403	19-25-100-022-0000	72028	R
403	19-25-100-023-0000	72028	R
403	19-25-100-024-0000	72028	V
403	19-25-100-025-0000	72028	S
403	19-25-100-026-0000	72028	L
403	19-25-100-027-0000	72028	G
403	19-25-100-028-0000	72028	T
403	19-25-100-029-0000	72028	S
403	19-25-100-030-0000	72028	D
403	19-25-100-031-0000	72028	P
403	19-25-100-032-0000	72028	D
403	19-25-100-033-0000	72028	P
403	19-25-100-034-0000	72028	P
403	19-25-100-035-0000	72028	I
403	19-25-100-036-0000	72028	I
403	19-25-100-037-0000	72028	I
403	19-25-100-038-0000	72028	I
403	19-25-100-039-0000	72028	I
403	19-25-101-001-0000	72027	I
403	19-25-101-002-0000	72027	I
403	19-25-101-003-0000	72028	
403	19-25-101-004-0000	72027	
403	19-25-101-007-0000	72027	
403	19-25-101-008-0000	72027	
403	19-25-101-009-0000	72027	
403	19-25-101-010-0000	72028	

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DATE 03/..97 TAX YEAR 1

VOL	PROPERTY NUMBER	TA COD
403	19-25-101-011-0000	7202
403	19-25-101-012-0000	7202
403	19-25-101-013-0000	7202
403	19-25-101-014-0000	7202
403	19-25-101-015-0000	7202
403	19-25-101-016-0000	7202
403	19-25-101-017-0000	7202
403	19-25-101-018-0000	7202
403	19-25-101-019-0000	7202
403	19-25-101-020-0000	7202
403	19-25-101-021-0000	7202
403	19-25-101-022-0000	7202
403	19-25-101-025-0000	7202
403	19-25-101-026-0000	7202
403	19-25-101-027-0000	7202
403	19-25-101-028-0000	720
403	19-25-101-029-0000	720
403	19-25-101-030-0000	720
403	19-25-101-031-0000	720
403	19-25-101-032-0000	720
403	19-25-101-033-0000	720
403	19-25-101-034-0000	720
403	19-25-101-035-0000	720
403	19-25-101-036-0000	720
403	19-25-101-037-0000	720
403	19-25-101-038-0000	720
403	19-25-101-039-0000	720
403	19-25-101-040-0000	720
403	19-25-101-041-0000	720
403	19-25-101-042-0000	720
403	19-25-102-010-0000	720
403	19-25-102-011-0000	720
403	19-25-102-012-0000	720
403	19-25-102-013-0000	720
403	19-25-102-014-0000	720
403	19-25-102-015-0000	720
403	19-25-102-016-0000	720
403	19-25-102-017-0000	72
403	19-25-102-018-0000	72
403	19-25-102-019-0000	72
403	19-25-102-020-0000	72
403	19-25-102-021-0000	72
403	19-25-102-022-0000	72
403	19-25-102-023-0000	72
403	19-25-102-024-0000	72
403	19-25-102-025-0000	72
403	19-25-102-026-0000	72
403	19-25-102-027-0000	72

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	NA
403	19-25-102-028-0000	72028	DO
403	19-25-102-029-0000	72028	E
403	19-25-102-030-0000	72028	JU
403	19-25-102-031-0000	72028	ER
403	19-25-102-032-0000	72028	RO
403	19-25-102-033-0000	72028	MA
403	19-25-102-034-0000	72028	A
403	19-25-102-035-0000	72028	AN
403	19-25-102-036-0000	72028	JU
403	19-25-102-037-0000	72028	LE
403	19-25-102-038-0000	72028	CL
403	19-25-102-039-0000	72028	GE
403	19-25-102-040-0000	72028	EL
403	19-25-102-041-0000	72028	CL
403	19-25-102-042-0000	72028	JA
403	19-25-102-043-0000	72028	JC
403	19-25-102-044-0000	72028	HE
403	19-25-102-047-0000	72028	BF
403	19-25-102-048-0000	72028	DI
403	19-25-102-049-0000	72028	KE
403	19-25-102-050-0000	72028	EL
403	19-25-103-006-0000	72028	JC
403	19-25-103-007-0000	72028	OS
403	19-25-103-008-0000	72028	W
403	19-25-103-009-0000	72028	A
403	19-25-103-010-0000	72028	W
403	19-25-103-011-0000	72028	FI
403	19-25-103-012-0000	72028	EI
403	19-25-103-013-0000	72028	CI
403	19-25-103-014-0000	72028	H
403	19-25-103-018-0000	72028	P
403	19-25-103-021-0000	72028	D
403	19-25-103-022-0000	72028	D
403	19-25-103-023-0000	72028	S
403	19-25-103-024-0000	72028	P
403	19-25-103-025-0000	72028	L
403	19-25-103-026-0000	72028	P
403	19-25-103-027-0000	72028	F
403	19-25-103-028-0000	72028	D
403	19-25-103-029-0000	72028	S
403	19-25-103-030-0000	72028	K
403	19-25-103-031-0000	72028	T
403	19-25-103-032-0000	72028	S
403	19-25-103-033-0000	72028	M
403	19-25-103-034-0000	72028	R
403	19-25-103-035-0000	72028	S
403	19-25-103-036-0000	72028	J
403	19-25-103-037-0000	72028	G

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VOL	PROPERTY NUMBER	TAX CODE	N/
403	19-25-103-038-0000	72028	AI
403	19-25-103-039-0000	72028	AI
403	19-25-103-042-0000	72028	LI
403	19-25-103-043-0000	72028	RI
403	19-25-103-044-0000	72028	II
403	19-25-103-045-0000	72028	AI
403	19-25-103-046-0000	72028	P.
403	19-25-103-048-0000	72028	AI
403	19-25-103-049-0000	72028	F.
403	19-25-103-050-0000	72028	EI
403	19-25-103-051-0000	72028	JI
403	19-25-104-001-0000	72027	P.
403	19-25-104-002-0000	72027	P.
403	19-25-104-003-0000	72028	AI
403	19-25-104-004-0000	72027	G
403	19-25-104-005-0000	72027	T.
403	19-25-104-006-0000	72027	G
403	19-25-104-007-0000	72027	P.
403	19-25-104-008-0000	72028	T.
403	19-25-104-011-0000	72028	N
403	19-25-104-012-0000	72028	R
403	19-25-104-013-0000	72028	M
403	19-25-104-014-0000	72028	D
403	19-25-104-015-0000	72028	M
403	19-25-104-016-0000	72028	H
403	19-25-104-017-0000	72028	T
403	19-25-104-018-0000	72028	E
403	19-25-104-019-0000	72028	J
403	19-25-104-020-0000	72028	D
403	19-25-104-021-0000	72028	A
403	19-25-104-022-0000	72028	E
403	19-25-104-023-0000	72027	E
403	19-25-104-024-0000	72028	S
403	19-25-104-025-0000	72028	F
403	19-25-104-026-0000	72028	D
403	19-25-104-027-0000	72028	W
403	19-25-104-028-0000	72028	K
403	19-25-104-029-0000	72028	J
403	19-25-104-030-0000	72028	J
403	19-25-104-031-0000	72028	A
403	19-25-104-032-0000	72028	L
403	19-25-104-033-0000	72028	[illegible]
403	19-25-104-034-0000	72028	A
403	19-25-104-035-0000	72028	C
403	19-25-104-036-0000	72028	M
403	19-25-104-037-0000	72028	F
403	19-25-104-038-0000	72028	T
403	19-25-104-039-0000	72028	C

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VOL	PROPERTY NUMBER	C
403	19-25-104-040-0000	72
403	19-25-104-041-0000	72
403	19-25-104-042-0000	72
403	19-25-105-011-0000	72
403	19-25-105-012-0000	72
403	19-25-105-013-0000	72
403	19-25-105-014-0000	72
403	19-25-105-015-0000	72
403	19-25-105-016-0000	72
403	19-25-105-017-0000	72
403	19-25-105-018-0000	72
403	19-25-105-019-0000	72
403	19-25-105-020-0000	72
403	19-25-105-021-0000	72
403	19-25-105-022-0000	72
403	19-25-105-023-0000	72
403	19-25-105-024-0000	72
403	19-25-105-025-0000	72
403	19-25-105-026-0000	72
403	19-25-105-027-0000	72
403	19-25-105-028-0000	72
403	19-25-105-029-0000	72
403	19-25-105-030-0000	72
403	19-25-105-031-0000	72
403	19-25-105-032-0000	72
403	19-25-105-033-0000	72
403	19-25-105-034-0000	72
403	19-25-105-035-0000	72
403	19-25-105-036-0000	72
403	19-25-105-037-0000	72
403	19-25-105-038-0000	72
403	19-25-105-041-0000	72
403	19-25-105-042-0000	72
403	19-25-105-043-0000	72
403	19-25-105-044-0000	72
403	19-25-105-045-0000	72
403	19-25-105-048-0000	7
403	19-25-105-049-0000	7
403	19-25-105-050-0000	7
403	19-25-105-051-0000	7
403	19-25-105-052-0000	7
403	19-25-105-053-0000	7
403	19-25-106-001-0000	7
403	19-25-106-002-0000	7
403	19-25-106-006-0000	7
403	19-25-106-007-0000	7
403	19-25-106-008-0000	7
403	19-25-106-009-0000	7

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	N
403	19-25-106-010-0000	72027	V
403	19-25-106-011-0000	72028	E
403	19-25-106-012-0000	72028	P
403	19-25-106-013-0000	72028	J
403	19-25-106-014-0000	72028	M
403	19-25-106-015-0000	72028	L
403	19-25-106-016-0000	72028	D
403	19-25-106-017-0000	72028	J
403	19-25-106-018-0000	72028	I
403	19-25-106-019-0000	72028	J
403	19-25-106-020-0000	72028	P
403	19-25-106-021-0000	72028	C
403	19-25-106-022-0000	72028	R
403	19-25-106-023-0000	72028	A
403	19-25-106-024-0000	72028	V
403	19-25-106-025-0000	72028	M
403	19-25-106-026-0000	72028	V
403	19-25-106-027-0000	72028	R
403	19-25-106-028-0000	72028	D
403	19-25-106-029-0000	72028	M
403	19-25-106-030-0000	72028	E
403	19-25-106-031-0000	72028	H
403	19-25-106-032-0000	72028	E
403	19-25-106-033-0000	72028	F
403	19-25-106-034-0000	72028	C
403	19-25-106-035-0000	72028	F
403	19-25-106-036-0000	72028	R
403	19-25-106-037-0000	72028	S
403	19-25-106-038-0000	72028	E
403	19-25-106-039-0000	72028	R
403	19-25-106-040-0000	72028	R
403	19-25-106-041-0000	72028	G
403	19-25-106-042-0000	72028	B
403	19-25-107-003-0000	72027	M
403	19-25-107-004-0000	72027	M
403	19-25-107-005-0000	72028	J
403	19-25-107-011-0000	72028	A
403	19-25-107-012-0000	72028	B
403	19-25-107-013-0000	72028	W
403	19-25-107-014-0000	72028	P
403	19-25-107-015-0000	72028	B
403	19-25-107-016-0000	72028	J
403	19-25-107-017-0000	72028	N
403	19-25-107-018-0000	72028	W
403	19-25-107-019-0000	72028	W
403	19-25-107-020-0000	72028	A
403	19-25-107-021-0000	72028	W
403	19-25-107-022-0000	72028	W

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VOL	PROPERTY NUMBER	TAX CODE	N
403	19-25-107-023-0000	72028	F
403	19-25-107-026-0000	72028	B
403	19-25-107-027-0000	72028	L
403	19-25-107-028-0000	72028	M
403	19-25-107-029-0000	72028	B
403	19-25-107-030-0000	72028	A
403	19-25-107-031-0000	72028	V
403	19-25-107-032-0000	72028	B
403	19-25-107-033-0000	72028	G
403	19-25-107-034-0000	72028	C
403	19-25-107-035-0000	72028	G
403	19-25-107-036-0000	72028	I
403	19-25-107-037-0000	72028	R
403	19-25-107-038-0000	72028	T
403	19-25-107-039-0000	72027	S
403	19-25-107-041-0000	72028	M
403	19-25-107-042-0000	72028	K
403	19-25-107-043-0000	72028	J
403	19-25-107-044-0000	72028	O
403	19-25-107-045-0000	72027	S
403	19-25-108-003-0000	72028	P
403	19-25-108-004-0000	72028	J
403	19-25-108-005-0000	72028	L
403	19-25-108-006-0000	72028	B
403	19-25-108-007-0000	72028	R
403	19-25-108-008-0000	72028	W
403	19-25-108-009-0000	72028	R
403	19-25-108-010-0000	72028	B
403	19-25-108-011-0000	72028	F
403	19-25-108-012-0000	72028	N
403	19-25-108-013-0000	72028	G
403	19-25-108-014-0000	72028	R
403	19-25-108-015-0000	72028	R
403	19-25-108-016-0000	72028	S
403	19-25-108-017-0000	72028	S
403	19-25-108-018-0000	72027	A
403	19-25-108-019-0000	72027	A
403	19-25-108-020-0000	72027	A
403	19-25-108-021-0000	72028	B
403	19-25-108-022-0000	72028	L
403	19-25-108-023-0000	72028	P
403	19-25-108-024-0000	72028	J
403	19-25-108-025-0000	72028	E
403	19-25-108-026-0000	72028	M
403	19-25-108-027-0000	72028	B
403	19-25-108-028-0000	72028	D
403	19-25-108-029-0000	72028	A
403	19-25-108-030-0000	72028	O

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VOL	PROPERTY NUMBER	TAX COD
403	19-25-108-031-0000	7202
403	19-25-108-032-0000	7202
403	19-25-108-033-0000	7202
403	19-25-108-034-0000	7202
403	19-25-108-035-0000	7202
403	19-25-108-036-0000	7202
403	19-25-108-037-0000	7202
403	19-25-108-038-0000	7202
403	19-25-108-039-0000	7202
403	19-25-108-040-0000	7202
403	19-25-108-041-0000	7202
403	19-25-109-001-0000	7202
403	19-25-109-002-0000	7202
403	19-25-109-003-0000	7202
403	19-25-109-004-0000	7202
403	19-25-109-005-0000	7202
403	19-25-109-006-0000	7202
403	19-25-109-007-0000	7202
403	19-25-109-008-0000	7202
403	19-25-109-009-0000	7202
403	19-25-109-010-0000	7202
403	19-25-109-011-0000	7202
403	19-25-109-012-0000	7202
403	19-25-109-013-0000	7202
403	19-25-109-014-0000	7202
403	19-25-109-015-0000	7202
403	19-25-109-016-0000	7202
403	19-25-109-017-0000	7202
403	19-25-109-018-0000	7202
403	19-25-109-019-0000	7202
403	19-25-109-020-0000	7202
403	19-25-109-021-0000	7202
403	19-25-109-022-0000	7202
403	19-25-109-023-0000	7202
403	19-25-109-024-0000	7202
403	19-25-109-025-0000	7202
403	19-25-109-026-0000	7202
403	19-25-109-027-0000	7202
403	19-25-109-028-0000	7202
403	19-25-109-029-0000	7202
403	19-25-109-030-0000	7202
403	19-25-109-031-0000	7202
403	19-25-109-032-0000	7202
403	19-25-109-033-0000	7202
403	19-25-109-034-0000	7202
403	19-25-109-035-0000	7202
403	19-25-109-036-0000	7202
403	19-25-109-037-0000	7202

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VOL	PROPERTY NUMBER	TAX CODE	NA
403	19-25-109-038-0000	72028	W
403	19-25-109-039-0000	72028	CL
403	19-25-109-040-0000	72028	GW
403	19-25-110-001-0000	72028	TH
403	19-25-110-002-0000	72028	CL
403	19-25-110-003-0000	72028	WI
403	19-25-110-004-0000	72028	BR
403	19-25-110-005-0000	72028	SI
403	19-25-110-006-0000	72028	AF
403	19-25-110-007-0000	72028	RE
403	19-25-110-008-0000	72028	EM
403	19-25-110-009-0000	72028	IV
403	19-25-110-010-0000	72028	AA
403	19-25-110-011-0000	72028	DE
403	19-25-110-012-0000	72028	RE
403	19-25-110-013-0000	72028	SI
403	19-25-110-014-0000	72028	CE
403	19-25-110-015-0000	72028	TE
403	19-25-110-016-0000	72028	AL
403	19-25-110-017-0000	72028	AL
403	19-25-110-018-0000	72028	SA
403	19-25-110-019-0000	72028	RA
403	19-25-110-020-0000	72028	RI
403	19-25-110-021-0000	72028	DI
403	19-25-110-022-0000	72028	MI
403	19-25-110-023-0000	72028	AI
403	19-25-110-024-0000	72028	O:
403	19-25-110-025-0000	72028	II
403	19-25-110-026-0000	72028	W
403	19-25-110-027-0000	72028	F
403	19-25-110-028-0000	72028	I'
403	19-25-110-029-0000	72028	M
403	19-25-110-030-0000	72028	J
403	19-25-110-031-0000	72028	I
403	19-25-110-032-0000	72028	D
403	19-25-110-033-0000	72028	R
403	19-25-110-034-0000	72028	V
403	19-25-110-035-0000	72028	G
403	19-25-110-036-0000	72028	S
403	19-25-110-037-0000	72028	A
403	19-25-110-038-0000	72028	E
403	19-25-110-039-0000	72028	R
403	19-25-110-040-0000	72028	I
403	19-25-111-001-0000	72028	E
403	19-25-111-002-0000	72028	F
403	19-25-111-003-0000	72028	/
403	19-25-111-004-0000	72028	S
403	19-25-111-005-0000	72028	:

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VOL	PROPERTY NUMBER	TAX CODE	NAI
403	19-25-111-006-0000	72028	BR(
403	19-25-111-007-0000	72028	LE(
403	19-25-111-008-0000	72028	CHI
403	19-25-111-009-0000	72028	ALI
403	19-25-111-010-0000	72028	WI'
403	19-25-111-011-0000	72028	KE(
403	19-25-111-012-0000	72028	BE(
403	19-25-111-013-0000	72028	AN(
403	19-25-111-014-0000	72028	BO:
403	19-25-111-015-0000	72028	AD'
403	19-25-111-016-0000	72028	EA
403	19-25-111-017-0000	72028	CA
403	19-25-111-018-0000	72028	RO
403	19-25-111-019-0000	72028	JA
403	19-25-111-020-0000	72028	JA
403	19-25-111-021-0000	72028	TE
403	19-25-111-022-0000	72028	PA
403	19-25-111-023-0000	72028	OL
403	19-25-111-024-0000	72028	EM
403	19-25-111-025-0000	72028	TH
403	19-25-111-026-0000	72028	AL
403	19-25-111-027-0000	72028	CH
403	19-25-111-028-0000	72028	MA
403	19-25-111-029-0000	72028	FR
403	19-25-111-030-0000	72028	JU
403	19-25-111-031-0000	72028	CH
403	19-25-111-032-0000	72028	HE
403	19-25-111-033-0000	72028	JC
403	19-25-111-034-0000	72028	JC
403	19-25-111-035-0000	72028	KF
403	19-25-111-036-0000	72028	M/
403	19-25-111-037-0000	72028	JU
403	19-25-111-038-0000	72028	JC
403	19-25-111-039-0000	72028	M/
403	19-25-111-040-0000	72028	TI
403	19-25-112-001-0000	72028	EI
403	19-25-112-002-0000	72028	V.
403	19-25-112-003-0000	72028	DI
403	19-25-112-004-0000	72028	EI
403	19-25-112-005-0000	72028	L
403	19-25-112-006-0000	72028	B
403	19-25-112-007-0000	72028	J
403	19-25-112-008-0000	72028	B
403	19-25-112-009-0000	72028	C
403	19-25-112-010-0000	72028	E
403	19-25-112-011-0000	72028	G
403	19-25-112-012-0000	72028	R
403	19-25-112-013-0000	72028	R

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VOL	PROPERTY NUMBER	TAX CODE
403	19-25-112-014-0000	7202E
403	19-25-112-015-0000	72027
403	19-25-112-016-0000	7202E
403	19-25-112-017-0000	7202E
403	19-25-112-018-0000	7202E
403	19-25-112-019-0000	7202E
403	19-25-112-020-0000	7202E
403	19-25-112-021-0000	7202E
403	19-25-112-022-0000	7202E
403	19-25-112-023-0000	7202E
403	19-25-112-024-0000	7202E
403	19-25-112-025-0000	7202E
403	19-25-112-026-0000	7202E
403	19-25-112-027-0000	7202E
403	19-25-112-028-0000	7202E
403	19-25-112-029-0000	7202/
403	19-25-112-030-0000	7202/
403	19-25-112-031-0000	7202
403	19-25-112-032-0000	7202
403	19-25-112-033-0000	7202
403	19-25-112-034-0000	7202
403	19-25-112-035-0000	7202
403	19-25-112-036-0000	7202
403	19-25-112-037-0000	7202
403	19-25-112-038-0000	7202
403	19-25-112-039-0000	7202
403	19-25-112-040-0000	7202
403	19-25-113-001-0000	7202
403	19-25-113-003-0000	7202
403	19-25-113-004-0000	7202
403	19-25-113-005-0000	7202
403	19-25-113-006-0000	7202
403	19-25-113-007-0000	7202
403	19-25-113-008-0000	7202
403	19-25-113-009-0000	7202
403	19-25-113-010-0000	7202
403	19-25-113-011-0000	7202
403	19-25-113-012-0000	7202
403	19-25-113-013-0000	7202
403	19-25-113-014-0000	7202
403	19-25-113-015-0000	7202
403	19-25-113-016-0000	7202
403	19-25-113-017-0000	7202
403	19-25-113-018-0000	7202
403	19-25-113-019-0000	7202
403	19-25-113-020-0000	7202
403	19-25-113-021-0000	7202
403	19-25-113-022-0000	7202

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VOL	PROPERTY NUMBER	TAX CODE	NAM
403	19-25-113-023-0000	72028	GOD
403	19-25-113-024-0000	72028	D A
403	19-25-113-025-0000	72028	BRO
403	19-25-113-026-0000	72028	LEN
403	19-25-113-027-0000	72028	RIC
403	19-25-113-028-0000	72028	LUC
403	19-25-113-029-0000	72028	R M
403	19-25-113-030-0000	72028	DHL
403	19-25-113-031-0000	72028	I V
403	19-25-113-032-0000	72028	CHA
403	19-25-113-033-0000	72028	JOF
403	19-25-113-034-0000	72028	DAI
403	19-25-113-035-0000	72028	A S
403	19-25-113-036-0000	72028	WAI
403	19-25-113-037-0000	72028	GLI
403	19-25-113-038-0000	72028	JUC
403	19-25-113-039-0000	72028	PA
403	19-25-113-040-0000	72028	M I
403	19-25-113-041-0000	72028	CL/
403	19-25-113-042-0000	72028	JUI
403	19-25-114-001-0000	72028	JUI
403	19-25-114-002-0000	72028	LA
403	19-25-114-003-0000	72028	VI
403	19-25-114-004-0000	72028	LEI
403	19-25-114-005-0000	72028	MA
403	19-25-114-006-0000	72028	BR
403	19-25-114-007-0000	72028	NV
403	19-25-114-008-0000	72028	GE
403	19-25-114-009-0000	72028	KA
403	19-25-114-010-0000	72028	FR
403	19-25-114-011-0000	72028	HE
403	19-25-114-012-0000	72028	FR
403	19-25-114-013-0000	72028	CI
403	19-25-114-014-0000	72028	GE
403	19-25-114-015-0000	72028	CH
403	19-25-114-016-0000	72028	LC
403	19-25-114-017-0000	72028	VI
403	19-25-114-018-0000	72028	RC
403	19-25-114-019-0000	72028	MA
403	19-25-114-020-0000	72028	KA
403	19-25-114-021-0000	72028	LL
403	19-25-114-022-0000	72028	MI
403	19-25-114-023-0000	72028	ST
403	19-25-114-024-0000	72028	EN
403	19-25-114-025-0000	72028	EC
403	19-25-114-026-0000	72028	C
403	19-25-114-027-0000	72028	M/
403	19-25-114-028-0000	72028	C/

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VOL	PROPERTY NUMBER	TAX CODE	NA
403	19-25-114-029-0000	72028	GE
403	19-25-114-030-0000	72028	WA
403	19-25-114-031-0000	72028	PE
403	19-25-114-032-0000	72028	WI
403	19-25-114-033-0000	72028	TA
403	19-25-114-034-0000	72028	AF
403	19-25-114-035-0000	72028	ST
403	19-25-114-039-0000	72028	CI
403	19-25-114-043-0000	72028	TA
403	19-25-114-044-0000	72028	KE
403	19-25-114-045-0000	72028	MS
403	19-25-114-046-0000	72028	JC
403	19-25-115-001-0000	72027	JC
403	19-25-115-002-0000	72028	LC
403	19-25-115-003-0000	72028	JC
403	19-25-115-004-0000	72028	AL
403	19-25-115-005-0000	72028	BR
403	19-25-115-006-0000	72028	RC
403	19-25-115-007-0000	72028	GE
403	19-25-115-008-0000	72028	RA
403	19-25-115-009-0000	72028	GE
403	19-25-115-010-0000	72027	GE
403	19-25-115-011-0000	72028	AR
403	19-25-115-012-0000	72028	AR
403	19-25-115-013-0000	72028	V
403	19-25-115-014-0000	72028	VY
403	19-25-115-015-0000	72028	EV
403	19-25-115-016-0000	72027	EV
403	19-25-115-017-0000	72028	CA
403	19-25-115-018-0000	72028	BE
403	19-25-115-019-0000	72028	HA
403	19-25-115-020-0000	72028	RO
403	19-25-115-021-0000	72027	RO
403	19-25-115-022-0000	72028	RO
403	19-25-115-023-0000	72027	RO
403	19-25-115-024-0000	72028	JC
403	19-25-115-025-0000	72028	JC
403	19-25-115-026-0000	72028	CL
403	19-25-115-027-0000	72028	MA
403	19-25-115-028-0000	72028	SA
403	19-25-115-029-0000	72028	SA
403	19-25-115-030-0000	72028	J
403	19-25-115-031-0000	72028	J
403	19-25-115-032-0000	72028	JL
403	19-25-115-033-0000	72028	WI
403	19-25-115-034-0000	72028	GE
403	19-25-115-035-0000	72027	CH
403	19-25-115-036-0000	72028	BC

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VOL	PROPERTY NUMBER	TAX CODE
403	19-25-115-037-0000	7202E
403	19-25-115-038-0000	7202E
403	19-25-115-039-0000	7202E
403	19-25-115-040-0000	7202E
403	19-25-115-041-0000	7202E
403	19-25-115-042-0000	7202E
403	19-25-115-043-0000	7202E
403	19-25-115-044-0000	7202E
403	19-25-115-048-0000	7202E
403	19-25-115-049-0000	7202E
403	19-25-116-001-0000	7202
403	19-25-116-002-0000	7202E
403	19-25-116-003-0000	7202E
403	19-25-116-004-0000	7202E
403	19-25-116-005-0000	7202
403	19-25-116-006-0000	7202
403	19-25-116-040-0000	7202E
403	19-25-116-041-0000	7202E
403	19-25-116-042-0000	7202E
403	19-25-116-043-0000	7202E
403	19-25-116-044-0000	7202E
403	19-25-116-045-0000	7202E
403	19-25-116-046-0000	7202E
403	19-25-116-047-0000	7202E
403	19-25-116-048-0000	7202
403	19-25-116-049-0000	7202
403	19-25-116-050-0000	7202
403	19-25-116-051-0000	7202
403	19-25-116-052-0000	7202
403	19-25-116-053-0000	7202
403	19-25-116-054-0000	7202
403	19-25-116-055-0000	7202
403	19-25-116-056-0000	7202
403	19-25-116-057-0000	7202
403	19-25-116-058-0000	7202
403	19-25-116-059-0000	7202
403	19-25-117-001-0000	7202
403	19-25-117-018-0000	7202
403	19-25-117-019-0000	7202
403	19-25-117-036-0000	7202
403	19-25-117-037-0000	7202
403	19-25-117-038-0000	7202
403	19-25-117-039-0000	7202
403	19-25-117-040-0000	7202
403	19-25-117-041-0000	7202
403	19-25-117-042-0000	7202
403	19-25-117-043-0000	7202
403	19-25-117-044-0000	7202

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	NAI
403	19-25-117-045-0000	72028	RO(
403	19-25-117-046-0000	72028	JU/
403	19-25-117-047-0000	72028	GE(
403	19-25-117-048-0000	72028	IS/
403	19-25-117-050-0000	72028	J .
403	19-25-117-051-0000	72028	JO:
403	19-25-117-052-0000	72028	NA!
403	19-25-117-053-0000	72028	AR'
403	19-25-117-054-0000	72028	RO!
403	19-25-117-055-0000	72028	EL
403	19-25-117-059-0000	72028	MO
403	19-25-117-060-0000	72028	KE
403	19-25-117-061-0000	72028	TH
403	19-25-117-062-0000	72028	AL
403	19-25-117-063-0000	72028	JE
403	19-25-117-064-0000	72028	MY
403	19-25-117-065-0000	72028	PE
403	19-25-117-066-0000	72028	OL
403	19-25-117-067-0000	72028	OW
403	19-25-118-001-0000	72028	MA
403	19-25-118-018-0000	72028	BC
403	19-25-118-019-0000	72028	JA
403	19-25-118-036-0000	72028	WI
403	19-25-118-037-0000	72028	SA
403	19-25-118-038-0000	72028	B(
403	19-25-118-039-0000	72028	M)
403	19-25-118-040-0000	72028	AL
403	19-25-118-041-0000	72028	K!
403	19-25-118-042-0000	72028	J/
403	19-25-118-043-0000	72028	GI
403	19-25-118-044-0000	72028	TI
403	19-25-118-045-0000	72028	C/
403	19-25-118-046-0000	72028	RI
403	19-25-118-047-0000	72028	M
403	19-25-118-048-0000	72028	L.
403	19-25-118-049-0000	72028	K
403	19-25-118-050-0000	72028	E
403	19-25-118-051-0000	72028	A
403	19-25-118-052-0000	72028	J
403	19-25-118-053-0000	72028	C
403	19-25-118-054-0000	72028	H
403	19-25-118-055-0000	72028	S
403	19-25-118-056-0000	72028	R
403	19-25-118-057-0000	72028	L
403	19-25-118-058-0000	72028	A
403	19-25-118-059-0000	72028	A
403	19-25-118-060-0000	72028	L
403	19-25-118-061-0000	72028	[illegible]

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VOL	PROPERTY NUMBER	TAX CODE	NAI
403	19-25-118-062-0000	72028	CHI
403	19-25-119-001-0000	72028	SEI
403	19-25-119-018-0000	72028	AN
403	19-25-119-019-0000	72028	VA!
403	19-25-119-028-0000	72028	JOI
403	19-25-119-029-0000	72028	SH
403	19-25-119-030-0000	72028	EA
403	19-25-119-031-0000	72028	GI
403	19-25-119-032-0000	72028	AL
403	19-25-119-033-0000	72028	KA
403	19-25-119-034-0000	72028	D
403	19-25-119-035-0000	72028	SE
403	19-25-119-036-0000	72027	SE
403	19-25-119-037-0000	72028	MA
403	19-25-119-038-0000	72028	CO
403	19-25-119-039-0000	72028	ST
403	19-25-119-040-0000	72028	MU
403	19-25-119-041-0000	72028	JU
403	19-25-119-042-0000	72028	FA
403	19-25-119-043-0000	72028	RE
403	19-25-119-044-0000	72028	LU
403	19-25-119-045-0000	72028	JO
403	19-25-119-046-0000	72028	EN
403	19-25-119-047-0000	72028	J
403	19-25-119-048-0000	72028	AN
403	19-25-119-049-0000	72028	RC
403	19-25-119-050-0000	72028	AN
403	19-25-119-051-0000	72028	JC
403	19-25-119-052-0000	72028	JL
403	19-25-119-053-0000	72028	MA
403	19-25-119-054-0000	72028	FF
403	19-25-120-001-0000	72028	JC
403	19-25-120-018-0000	72028	EF
403	19-25-120-019-0000	72028	V!
403	19-25-120-020-0000	72028	F!
403	19-25-120-036-0000	72028	C(
403	19-25-120-037-0000	72028	TI
403	19-25-120-038-0000	72028	JI
403	19-25-120-039-0000	72028	L(
403	19-25-120-040-0000	72028	H
403	19-25-120-041-0000	72028	JI
403	19-25-120-042-0000	72028	D!
403	19-25-120-043-0000	72028	M
403	19-25-120-044-0000	72028	K
403	19-25-120-045-0000	72028	D
403	19-25-120-046-0000	72028	J
403	19-25-120-047-0000	72028	N
403	19-25-120-048-0000	72028	J

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VOL	PROPERTY NUMBER	TAX CODE	N
403	19-25-120-049-0000	72028	E
403	19-25-120-050-0000	72028	A
403	19-25-120-051-0000	72028	F
403	19-25-120-052-0000	72028	E
403	19-25-120-053-0000	72028	M
403	19-25-120-054-0000	72028	H
403	19-25-120-055-0000	72028	L
403	19-25-120-056-0000	72028	D
403	19-25-120-057-0000	72028	C
403	19-25-120-058-0000	72028	H
403	19-25-120-059-0000	72028	V
403	19-25-121-001-0000	72028	
403	19-25-121-018-0000	72028	
403	19-25-121-019-0000	72028	
403	19-25-121-036-0000	72028	
403	19-25-121-037-0000	72028	
403	19-25-121-038-0000	72028	
403	19-25-121-039-0000	72028	
403	19-25-121-040-0000	72028	
403	19-25-121-041-0000	72028	
403	19-25-121-042-0000	72028	
403	19-25-121-043-0000	72028	
403	19-25-121-044-0000	72028	
403	19-25-121-045-0000	72028	
403	19-25-121-046-0000	72028	
403	19-25-121-047-0000	72028	
403	19-25-121-048-0000	72028	
403	19-25-121-049-0000	72028	
403	19-25-121-050-0000	72028	
403	19-25-121-051-0000	72028	
403	19-25-121-052-0000	72028	
403	19-25-121-053-0000	72028	
403	19-25-121-054-0000	72028	
403	19-25-121-055-0000	72028	
403	19-25-121-056-0000	72028	
403	19-25-121-057-0000	72028	
403	19-25-121-058-0000	72028	
403	19-25-121-059-0000	72028	
403	19-25-121-060-0000	72028	
403	19-25-122-001-0000	72028	
403	19-25-122-018-0000	72028	
403	19-25-122-019-0000	72028	
403	19-25-122-036-0000	72028	
403	19-25-122-053-0000	72028	
403	19-25-122-054-0000	72028	
403	19-25-122-055-0000	72028	
403	19-25-122-056-0000	72028	
403	19-25-122-057-0000	72028	

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	NAI
403	19-25-122-058-0000	72028	PA
403	19-25-122-059-0000	72028	GEI
403	19-25-122-060-0000	72028	SCI
403	19-25-122-061-0000	72028	T
403	19-25-122-062-0000	72028	ED
403	19-25-122-063-0000	72028	SU
403	19-25-122-064-0000	72028	CU
403	19-25-122-065-0000	72028	K
403	19-25-122-066-0000	72028	BE
403	19-25-122-067-0000	72028	E
403	19-25-122-068-0000	72028	VL
403	19-25-122-069-0000	72028	R
403	19-25-122-070-0000	72028	JA
403	19-25-122-071-0000	72028	VI
403	19-25-122-072-0000	72028	J
403	19-25-122-073-0000	72028	KI
403	19-25-122-074-0000	72028	RO
403	19-25-122-075-0000	72028	VA
403	19-25-122-076-0000	72028	J
403	19-25-123-001-0000	72028	OF
403	19-25-123-002-0000	72028	RA
403	19-25-123-021-0000	72028	CH
403	19-25-123-022-0000	72028	AN
403	19-25-123-023-0000	72028	AN
403	19-25-123-024-0000	72027	DC
403	19-25-123-064-0000	72028	RC
403	19-25-123-065-0000	72028	M
403	19-25-123-066-0000	72028	LL
403	19-25-123-067-0000	72028	AN
403	19-25-123-068-0000	72028	R
403	19-25-123-069-0000	72028	SI
403	19-25-123-070-0000	72028	MA
403	19-25-123-071-0000	72028	MA
403	19-25-123-072-0000	72028	JC
403	19-25-123-073-0000	72028	LI
403	19-25-123-074-0000	72028	GI
403	19-25-123-075-0000	72028	BI
403	19-25-123-076-0000	72028	RI
403	19-25-123-077-0000	72028	DC
403	19-25-123-078-0000	72028	DI
403	19-25-123-079-0000	72028	GI
403	19-25-123-080-0000	72028	K.
403	19-25-123-081-0000	72028	FI
403	19-25-123-082-0000	72028	GI
403	19-25-123-083-0000	72028	SI
403	19-25-123-084-0000	72027	B
403	19-25-123-085-0000	72028	C
403	19-25-123-086-0000	72028	SI

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VOL	PROPERTY NUMBER	TAX CODE	NA
403	19-25-123-087-0000	72028	J
403	19-25-123-088-0000	72028	GL
403	19-25-123-089-0000	72028	JO
403	19-25-124-003-0000	72027	KR
403	19-25-125-001-0000	72027	KR
403	19-25-125-003-0000	72027	KR
404	19-25-200-001-0000	72027	PE
404	19-25-200-002-0000	72027	PE
404	19-25-200-003-0000	72027	PE
404	19-25-200-004-0000	72027	PE
404	19-25-200-005-0000	72027	PE
404	19-25-200-011-0000	72028	PU
404	19-25-200-012-0000	72028	B
404	19-25-200-013-0000	72028	M
404	19-25-200-014-0000	72028	BC
404	19-25-200-015-0000	72027	BC
404	19-25-200-016-0000	72027	BC
404	19-25-200-017-0000	72028	WI
404	19-25-200-018-0000	72028	CI
404	19-25-200-019-0000	72028	L
404	19-25-200-020-0000	72028	T
404	19-25-200-021-0000	72028	C
404	19-25-200-022-0000	72028	ST
404	19-25-200-026-0000	72028	GE
404	19-25-200-027-0000	72028	OS
404	19-25-200-028-0000	72028	RC
404	19-25-200-029-0000	72028	ME
404	19-25-200-030-0000	72028	PA
404	19-25-200-031-0000	72028	JE
404	19-25-200-032-0000	72028	RC
404	19-25-200-033-0000	72028	A
404	19-25-200-034-0000	72028	AN
404	19-25-200-035-0000	72028	PA
404	19-25-200-036-0000	72028	HI
404	19-25-200-037-0000	72028	MA
404	19-25-200-038-0000	72028	M
404	19-25-200-039-0000	72028	TI
404	19-25-200-040-0000	72028	M
404	19-25-200-042-0000	72028	NC
404	19-25-200-044-0000	72028	KI
404	19-25-200-045-0000	72027	P
404	19-25-200-046-0000	72027	F
404	19-25-200-047-0000	72027	AI
404	19-25-201-001-0000	72028	FI
404	19-25-201-002-0000	72028	S.
404	19-25-201-003-0000	72027	E
404	19-25-201-004-0000	72027	E
404	19-25-201-007-0000	72027	S

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VOL	PROPERTY NUMBER	TA COD
404	19-25-201-008-0000	720
404	19-25-201-009-0000	720
404	19-25-201-010-0000	720
404	19-25-201-011-0000	720
404	19-25-201-012-0000	720
404	19-25-201-013-0000	720
404	19-25-201-014-0000	720
404	19-25-201-015-0000	720
404	19-25-201-016-0000	720
404	19-25-201-017-0000	720
404	19-25-201-018-0000	720
404	19-25-201-019-0000	720
404	19-25-201-020-0000	720
404	19-25-201-021-0000	720
404	19-25-201-022-0000	720
404	19-25-201-023-0000	720
404	19-25-201-024-0000	720
404	19-25-201-025-0000	720
404	19-25-201-026-0000	720
404	19-25-201-027-0000	720
404	19-25-201-028-0000	720
404	19-25-201-029-0000	720
404	19-25-201-030-0000	720
404	19-25-201-031-0000	720
404	19-25-201-032-0000	720
404	19-25-201-033-0000	720
404	19-25-201-034-0000	720
404	19-25-201-035-0000	720
404	19-25-201-036-0000	720
404	19-25-201-037-0000	72(
404	19-25-201-038-0000	72(
404	19-25-201-039-0000	72
404	19-25-201-040-0000	72
404	19-25-202-001-0000	72
404	19-25-202-002-0000	72
404	19-25-202-003-0000	72
404	19-25-202-004-0000	72
404	19-25-202-005-0000	72
404	19-25-202-006-0000	72
404	19-25-202-007-0000	72
404	19-25-202-011-0000	72
404	19-25-202-012-0000	72
404	19-25-202-013-0000	72
404	19-25-202-014-0000	72
404	19-25-202-015-0000	72
404	19-25-202-016-0000	72
404	19-25-202-017-0000	72
404	19-25-202-018-0000	72

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	NA
404	19-25-202-019-0000	72028	LI
404	19-25-202-020-0000	72028	LI
404	19-25-202-021-0000	72028	CH
404	19-25-202-022-0000	72028	HI
404	19-25-202-023-0000	72028	NA
404	19-25-202-024-0000	72028	GI
404	19-25-202-025-0000	72028	BI
404	19-25-202-026-0000	72028	GI
404	19-25-202-027-0000	72028	V
404	19-25-202-028-0000	72028	FI
404	19-25-202-029-0000	72028	GI
404	19-25-202-030-0000	72027	M
404	19-25-202-031-0000	72028	M
404	19-25-202-032-0000	72028	T
404	19-25-202-033-0000	72028	F
404	19-25-202-034-0000	72028	A
404	19-25-202-035-0000	72028	G
404	19-25-202-036-0000	72028	R
404	19-25-202-037-0000	72028	T
404	19-25-202-038-0000	72028	M
404	19-25-202-039-0000	72028	J
404	19-25-202-040-0000	72028	C
404	19-25-202-041-0000	72027	G
404	19-25-203-001-0000	72027	C
404	19-25-203-002-0000	72028	E
404	19-25-203-003-0000	72027	A
404	19-25-203-007-0000	72027	A
404	19-25-203-008-0000	72028	A
404	19-25-203-009-0000	72027	S
404	19-25-203-010-0000	72027	S
404	19-25-203-011-0000	72028	I
404	19-25-203-012-0000	72028	I
404	19-25-203-013-0000	72028	F
404	19-25-203-014-0000	72028	I
404	19-25-203-015-0000	72028	I
404	19-25-203-016-0000	72028	
404	19-25-203-017-0000	72028	I
404	19-25-203-018-0000	72028	
404	19-25-203-019-0000	72028	
404	19-25-203-020-0000	72028	
404	19-25-203-021-0000	72028	
404	19-25-203-022-0000	72028	
404	19-25-203-023-0000	72028	
404	19-25-203-024-0000	72028	
404	19-25-203-025-0000	72028	
404	19-25-203-026-0000	72028	
404	19-25-203-027-0000	72028	
404	19-25-203-028-0000	72028	

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VOL	PROPERTY NUMBER	TAX CODE	NA
404	19-25-203-029-0000	72028	PI
404	19-25-203-030-0000	72028	MA
404	19-25-203-031-0000	72028	EI
404	19-25-203-032-0000	72028	SI
404	19-25-203-033-0000	72028	AI
404	19-25-203-034-0000	72028	P
404	19-25-203-035-0000	72028	C
404	19-25-203-036-0000	72028	MI
404	19-25-203-037-0000	72028	T
404	19-25-203-038-0000	72028	AI
404	19-25-203-039-0000	72028	P
404	19-25-203-040-0000	72028	F
404	19-25-203-041-0000	72027	N
404	19-25-203-042-0000	72027	T
404	19-25-204-005-0000	72027	C
404	19-25-204-006-0000	72027	L
404	19-25-204-007-0000	72027	A
404	19-25-204-008-0000	72027	A
404	19-25-204-009-0000	72027	A
404	19-25-204-010-0000	72027	A
404	19-25-204-011-0000	72028	H
404	19-25-204-012-0000	72028	B
404	19-25-204-013-0000	72028	A
404	19-25-204-014-0000	72028	F
404	19-25-204-015-0000	72028	F
404	19-25-204-016-0000	72028	E
404	19-25-204-017-0000	72028	V
404	19-25-204-018-0000	72028	F
404	19-25-204-019-0000	72028	T
404	19-25-204-020-0000	72028	L
404	19-25-204-021-0000	72028	E
404	19-25-204-022-0000	72028	V
404	19-25-204-023-0000	72028	
404	19-25-204-024-0000	72028	
404	19-25-204-025-0000	72028	I
404	19-25-204-026-0000	72028	I
404	19-25-204-027-0000	72028	I
404	19-25-204-028-0000	72028	I
404	19-25-204-029-0000	72028	I
404	19-25-204-030-0000	72028	
404	19-25-204-031-0000	72028	
404	19-25-204-032-0000	72028	
404	19-25-204-033-0000	72028	
404	19-25-204-034-0000	72028	
404	19-25-204-035-0000	72028	
404	19-25-204-036-0000	72028	
404	19-25-204-037-0000	72028	
404	19-25-204-038-0000	72028	

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VOL	PROPERTY NUMBER	TAX CODE
404	19-25-204-039-0000	72028
404	19-25-204-040-0000	72028
404	19-25-204-041-0000	72028
404	19-25-204-042-0000	72027
404	19-25-204-043-0000	72027
404	19-25-205-001-0000	72027
404	19-25-205-002-0000	72027
404	19-25-205-003-0000	72028
404	19-25-205-004-0000	72027
404	19-25-205-005-0000	72028
404	19-25-205-006-0000	72028
404	19-25-205-007-0000	72028
404	19-25-205-008-0000	72028
404	19-25-205-009-0000	72027
404	19-25-205-010-0000	72028
404	19-25-205-011-0000	72028
404	19-25-205-012-0000	72028
404	19-25-205-015-0000	72028
404	19-25-205-016-0000	72028
404	19-25-205-017-0000	72028
404	19-25-205-018-0000	72028
404	19-25-205-019-0000	72028
404	19-25-205-020-0000	72028
404	19-25-205-021-0000	72028
404	19-25-205-022-0000	72028
404	19-25-205-026-0000	72028
404	19-25-205-027-0000	72028
404	19-25-205-028-0000	72028
404	19-25-205-029-0000	72028
404	19-25-205-030-0000	72028
404	19-25-205-031-0000	72028
404	19-25-205-032-0000	72028
404	19-25-205-033-0000	72028
404	19-25-205-034-0000	72028
404	19-25-205-035-0000	72028
404	19-25-205-041-0000	72028
404	19-25-205-042-0000	72028
404	19-25-205-043-0000	72028
404	19-25-205-044-0000	72028
404	19-25-205-045-0000	72028
404	19-25-205-046-0000	72028
404	19-25-205-047-0000	72028
404	19-25-206-001-0000	72027
404	19-25-206-002-0000	72027
404	19-25-206-003-0000	72027
404	19-25-206-004-0000	72027
404	19-25-206-005-0000	72027
404	19-25-206-006-0000	72027

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	NA
404	19-25-206-007-0000	72027	TC
404	19-25-206-008-0000	72027	G
404	19-25-206-009-0000	72027	CR
404	19-25-206-010-0000	72027	CC
404	19-25-206-011-0000	72028	AN
404	19-25-206-012-0000	72028	CC
404	19-25-206-013-0000	72028	LL
404	19-25-206-014-0000	72028	VA
404	19-25-206-015-0000	72028	BF
404	19-25-206-016-0000	72028	EL
404	19-25-206-017-0000	72028	J
404	19-25-206-018-0000	72028	V
404	19-25-206-019-0000	72028	JC
404	19-25-206-020-0000	72028	JC
404	19-25-206-021-0000	72028	JC
404	19-25-206-022-0000	72028	S
404	19-25-206-023-0000	72028	JI
404	19-25-206-024-0000	72028	R
404	19-25-206-025-0000	72028	JI
404	19-25-206-026-0000	72028	J
404	19-25-206-027-0000	72028	J
404	19-25-206-028-0000	72028	W
404	19-25-206-029-0000	72028	T
404	19-25-206-030-0000	72028	L
404	19-25-206-031-0000	72028	N
404	19-25-206-032-0000	72028	M
404	19-25-206-033-0000	72028	K
404	19-25-206-034-0000	72028	G
404	19-25-206-035-0000	72028	M
404	19-25-206-036-0000	72028	N
404	19-25-206-037-0000	72027	C
404	19-25-206-038-0000	72028	A
404	19-25-206-039-0000	72028	C
404	19-25-206-040-0000	72028	E
404	19-25-206-041-0000	72028	S
404	19-25-207-004-0000	72027	F
404	19-25-207-005-0000	72027	F
404	19-25-207-006-0000	72028	L
404	19-25-207-007-0000	72028	A
404	19-25-207-008-0000	72028	M
404	19-25-207-009-0000	72028	V
404	19-25-207-010-0000	72028	C
404	19-25-207-011-0000	72028	P
404	19-25-207-012-0000	72028	P
404	19-25-207-013-0000	72028	
404	19-25-207-014-0000	72028	S
404	19-25-207-015-0000	72028	I
404	19-25-207-016-0000	72028	

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VOL	PROPERTY NUMBER	TAX CODE	NAI
404	19-25-207-017-0000	72028	EL
404	19-25-207-018-0000	72028	F
404	19-25-207-019-0000	72028	KE
404	19-25-207-020-0000	72028	MI
404	19-25-207-021-0000	72028	VI
404	19-25-207-022-0000	72027	PA
404	19-25-207-023-0000	72027	PA
404	19-25-207-024-0000	72027	PA
404	19-25-207-025-0000	72027	PA
404	19-25-207-026-0000	72027	PA
404	19-25-207-027-0000	72027	PA
404	19-25-207-028-0000	72027	PA
404	19-25-207-029-0000	72027	PA
404	19-25-207-030-0000	72027	MA
404	19-25-207-031-0000	72027	MA
404	19-25-207-032-0000	72027	MA
404	19-25-207-040-0000	72027	CH
404	19-25-207-041-0000	72027	CH
404	19-25-207-042-0000	72027	CH
404	19-25-207-045-0000	72027	LC
404	19-25-207-046-0000	72027	CH
404	19-25-207-047-0000	72027	CH
404	19-25-207-048-0000	72027	MA
404	19-25-208-001-0000	72028	N.
404	19-25-208-002-0000	72028	A
404	19-25-208-003-0000	72028	JI
404	19-25-208-004-0000	72028	D
404	19-25-208-005-0000	72028	L
404	19-25-208-006-0000	72028	B
404	19-25-208-007-0000	72028	D
404	19-25-208-008-0000	72028	J
404	19-25-208-009-0000	72028	S
404	19-25-208-010-0000	72028	T
404	19-25-208-011-0000	72028	V
404	19-25-208-012-0000	72028	H
404	19-25-208-013-0000	72028	T
404	19-25-208-014-0000	72028	H
404	19-25-208-015-0000	72028	T
404	19-25-208-016-0000	72028	E
404	19-25-208-017-0000	72028	C
404	19-25-208-018-0000	72028	B
404	19-25-208-019-0000	72028	E
404	19-25-208-020-0000	72028	A
404	19-25-208-021-0000	72028	I
404	19-25-208-022-0000	72028	F
404	19-25-208-023-0000	72028	V
404	19-25-208-024-0000	72028	V
404	19-25-208-025-0000	72028	A

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VOL	PROPERTY NUMBER	TAX CODE
404	19-25-208-026-0000	72028
404	19-25-208-027-0000	72028
404	19-25-208-028-0000	72028
404	19-25-208-029-0000	72028
404	19-25-208-030-0000	72027
404	19-25-208-031-0000	72028
404	19-25-208-032-0000	72028
404	19-25-208-033-0000	72028
404	19-25-208-034-0000	72028
404	19-25-208-035-0000	72028
404	19-25-208-036-0000	72028
404	19-25-208-037-0000	7202
404	19-25-208-038-0000	7202
404	19-25-208-039-0000	7202
404	19-25-208-040-0000	7202
404	19-25-209-001-0000	7202
404	19-25-209-002-0000	7202
404	19-25-209-003-0000	7202
404	19-25-209-004-0000	7202
404	19-25-209-005-0000	7202
404	19-25-209-006-0000	7202
404	19-25-209-007-0000	7202
404	19-25-209-008-0000	7202
404	19-25-209-009-0000	7202
404	19-25-209-010-0000	7202
404	19-25-209-011-0000	7202
404	19-25-209-012-0000	7202
404	19-25-209-013-0000	7202
404	19-25-209-014-0000	7202
404	19-25-209-015-0000	7202
404	19-25-209-016-0000	7202
404	19-25-209-017-0000	7202
404	19-25-209-018-0000	7202
404	19-25-209-019-0000	7202
404	19-25-209-020-0000	7202
404	19-25-209-021-0000	7202
404	19-25-209-022-0000	7202
404	19-25-209-023-0000	7202
404	19-25-209-024-0000	7202
404	19-25-209-025-0000	7202
404	19-25-209-026-0000	7202
404	19-25-209-027-0000	7202
404	19-25-209-028-0000	7202
404	19-25-209-029-0000	7202
404	19-25-209-030-0000	7202
404	19-25-209-031-0000	7202
404	19-25-209-032-0000	7202
404	19-25-209-033-0000	7202

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VOL	PROPERTY NUMBER	TAX CODE	NA
404	19-25-209-034-0000	72028	AN
404	19-25-209-035-0000	72028	RU
404	19-25-209-036-0000	72028	VA
404	19-25-209-037-0000	72028	WC
404	19-25-209-038-0000	72028	CH
404	19-25-209-039-0000	72028	JE
404	19-25-209-040-0000	72028	LE
404	19-25-210-001-0000	72028	AN
404	19-25-210-002-0000	72028	GL
404	19-25-210-003-0000	72028	JC
404	19-25-210-004-0000	72028	MA
404	19-25-210-005-0000	72028	TH
404	19-25-210-006-0000	72028	JU
404	19-25-210-007-0000	72028	ST
404	19-25-210-008-0000	72028	AL
404	19-25-210-009-0000	72028	NA
404	19-25-210-010-0000	72028	ES
404	19-25-210-011-0000	72028	V
404	19-25-210-012-0000	72028	H
404	19-25-210-013-0000	72028	L
404	19-25-210-014-0000	72028	G
404	19-25-210-015-0000	72028	S
404	19-25-210-016-0000	72028	N
404	19-25-210-017-0000	72028	D
404	19-25-210-018-0000	72028	R
404	19-25-210-019-0000	72028	C
404	19-25-210-020-0000	72027	A
404	19-25-210-021-0000	72028	A
404	19-25-210-022-0000	72028	S
404	19-25-210-023-0000	72028	G
404	19-25-210-024-0000	72028	W
404	19-25-210-025-0000	72028	R
404	19-25-210-026-0000	72028	[illegible]
404	19-25-210-027-0000	72028	C
404	19-25-210-028-0000	72028	D
404	19-25-210-029-0000	72028	R
404	19-25-210-030-0000	72028	A
404	19-25-210-031-0000	72028	H
404	19-25-210-032-0000	72028	R
404	19-25-210-033-0000	72028	[illegible]
404	19-25-210-034-0000	72028	[illegible]
404	19-25-210-035-0000	72028	C
404	19-25-210-036-0000	72028	C
404	19-25-210-037-0000	72028	S
404	19-25-210-038-0000	72028	[illegible]
404	19-25-210-039-0000	72028	Y
404	19-25-211-001-0000	72028	E
404	19-25-211-002-0000	72028	E

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VOL	PROPERTY NUMBER	TAX CODE
404	19-25-211-003-0000	72028
404	19-25-211-004-0000	72028
404	19-25-211-005-0000	72028
404	19-25-211-006-0000	72028
404	19-25-211-007-0000	72028
404	19-25-211-008-0000	72028
404	19-25-211-009-0000	72028
404	19-25-211-010-0000	72028
404	19-25-211-011-0000	72028
404	19-25-211-012-0000	72028
404	19-25-211-013-0000	72028
404	19-25-211-014-0000	72028
404	19-25-211-015-0000	72028
404	19-25-211-016-0000	72028
404	19-25-211-017-0000	72028
404	19-25-211-018-0000	72028
404	19-25-211-019-0000	72028
404	19-25-211-020-0000	72028
404	19-25-211-021-0000	72028
404	19-25-211-022-0000	72028
404	19-25-211-023-0000	72028
404	19-25-211-024-0000	72028
404	19-25-211-025-0000	72028
404	19-25-211-026-0000	72028
404	19-25-211-027-0000	72028
404	19-25-211-028-0000	72028
404	19-25-211-029-0000	72028
404	19-25-211-030-0000	72028
404	19-25-211-031-0000	72028
404	19-25-211-032-0000	72028
404	19-25-211-033-0000	72028
404	19-25-211-034-0000	72028
404	19-25-211-035-0000	72028
404	19-25-211-036-0000	72028
404	19-25-211-037-0000	72028
404	19-25-211-038-0000	72028
404	19-25-211-039-0000	72028
404	19-25-211-040-0000	72027
404	19-25-212-001-0000	72028
404	19-25-212-002-0000	72028
404	19-25-212-003-0000	72028
404	19-25-212-004-0000	72028
404	19-25-212-005-0000	72028
404	19-25-212-006-0000	72028
404	19-25-212-007-0000	72028
404	19-25-212-008-0000	72028
404	19-25-212-009-0000	72028
404	19-25-212-010-0000	72028

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VOL	PROPERTY NUMBER	TAX CODE
404	19-25-212-011-0000	72028
404	19-25-212-012-0000	72028
404	19-25-212-013-0000	72028
404	19-25-212-014-0000	72028
404	19-25-212-015-0000	72028
404	19-25-212-016-0000	72028
404	19-25-212-017-0000	72028
404	19-25-212-018-0000	72028
404	19-25-212-019-0000	72028
404	19-25-212-020-0000	72028
404	19-25-212-021-0000	72028
404	19-25-212-022-0000	72028
404	19-25-212-023-0000	72028
404	19-25-212-024-0000	72028
404	19-25-212-025-0000	72027
404	19-25-212-026-0000	72028
404	19-25-212-027-0000	72028
404	19-25-212-028-0000	72028
404	19-25-212-029-0000	72028
404	19-25-212-030-0000	72028
404	19-25-212-031-0000	72028
404	19-25-212-032-0000	72028
404	19-25-212-033-0000	72028
404	19-25-212-034-0000	72028
404	19-25-212-035-0000	72028
404	19-25-212-036-0000	72028
404	19-25-212-037-0000	72028
404	19-25-212-038-0000	72028
404	19-25-212-039-0000	72028
404	19-25-212-040-0000	72028
404	19-25-212-043-0000	72028
404	19-25-212-045-0000	72028
404	19-25-212-046-0000	72027
404	19-25-213-001-0000	72028
404	19-25-213-002-0000	72028
404	19-25-213-003-0000	72028
404	19-25-213-004-0000	72028
404	19-25-213-005-0000	72028
404	19-25-213-010-0000	72028
404	19-25-213-011-0000	72028
404	19-25-213-012-0000	72028
404	19-25-213-013-0000	72028
404	19-25-213-014-0000	72028
404	19-25-213-015-0000	72028
404	19-25-213-016-0000	72028
404	19-25-213-017-0000	72027
404	19-25-213-018-0000	72028
404	19-25-213-019-0000	72028

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE
404	19-25-213-020-0000	72028
404	19-25-213-021-0000	72028
404	19-25-213-022-0000	72028
404	19-25-213-023-0000	72027
404	19-25-213-024-0000	72028
404	19-25-213-025-0000	72028
404	19-25-213-026-0000	72028
404	19-25-213-027-0000	72028
404	19-25-213-028-0000	72028
404	19-25-213-029-0000	72028
404	19-25-213-030-0000	72028
404	19-25-213-031-0000	72027
404	19-25-213-035-0000	72028
404	19-25-213-036-0000	72027
404	19-25-213-038-0000	72028
404	19-25-213-039-0000	72028
404	19-25-213-040-0000	72028
404	19-25-213-041-0000	72028
404	19-25-213-042-0000	72028
404	19-25-213-043-0000	72028
404	19-25-213-044-0000	72028
404	19-25-213-045-0000	72028
404	19-25-213-046-0000	72028
404	19-25-213-047-0000	72028
404	19-25-213-048-0000	72028
404	19-25-213-049-0000	72028
404	19-25-213-050-0000	72028
404	19-25-214-001-0000	72028
404	19-25-214-002-0000	72028
404	19-25-214-003-0000	72028
404	19-25-214-004-0000	72028
404	19-25-214-005-0000	72027
404	19-25-214-006-0000	72028
404	19-25-214-007-0000	72028
404	19-25-214-008-0000	72028
404	19-25-214-009-0000	72028
404	19-25-214-010-0000	72028
404	19-25-214-011-0000	72028
404	19-25-214-012-0000	72028
404	19-25-214-013-0000	72028
404	19-25-214-014-0000	72028
404	19-25-214-015-0000	72028
404	19-25-214-016-0000	72028
404	19-25-214-020-0000	72027
404	19-25-214-021-0000	72028
404	19-25-214-022-0000	72028
404	19-25-214-023-0000	72028
404	19-25-214-024-0000	72028

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VOL	PROPERTY NUMBER	TAX CODE
404	19-25-214-025-0000	72028
404	19-25-214-026-0000	72028
404	19-25-214-027-0000	72028
404	19-25-214-028-0000	72028
404	19-25-214-029-0000	72028
404	19-25-214-030-0000	72028
404	19-25-214-031-0000	72028
404	19-25-214-032-0000	72028
404	19-25-214-033-0000	72028
404	19-25-214-034-0000	72028
404	19-25-214-035-0000	72028
404	19-25-214-036-0000	72028
404	19-25-214-037-0000	72028
404	19-25-214-038-0000	72027
404	19-25-214-039-0000	72028
404	19-25-214-040-0000	72028
404	19-25-214-041-0000	72028
404	19-25-215-001-0000	72028
404	19-25-215-002-0000	72028
404	19-25-215-003-0000	72028
404	19-25-215-004-0000	72028
404	19-25-215-005-0000	72028
404	19-25-215-006-0000	72028
404	19-25-215-007-0000	72028
404	19-25-215-008-0000	72028
404	19-25-215-009-0000	72028
404	19-25-215-010-0000	72028
404	19-25-215-011-0000	72028
404	19-25-215-012-0000	72028
404	19-25-215-013-0000	72028
404	19-25-215-014-0000	72028
404	19-25-215-015-0000	72028
404	19-25-215-016-0000	72028
404	19-25-215-017-0000	72028
404	19-25-215-018-0000	72028
404	19-25-215-019-0000	72028
404	19-25-215-020-0000	72028
404	19-25-215-021-0000	72027
404	19-25-215-022-0000	72027
404	19-25-215-023-0000	72027
404	19-25-215-024-0000	72028
404	19-25-215-025-0000	72027
404	19-25-215-026-0000	72027
404	19-25-215-027-0000	72028
404	19-25-215-028-0000	72027
404	19-25-215-029-0000	72027
404	19-25-215-030-0000	72028
404	19-25-215-031-0000	72027

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VOL	PROPERTY NUMBER	C
404	19-25-215-032-0000	72
404	19-25-215-033-0000	72
404	19-25-215-034-0000	72
404	19-25-215-035-0000	72
404	19-25-215-036-0000	72
404	19-25-215-037-0000	72
404	19-25-215-043-0000	72
404	19-25-216-006-0000	72
404	19-25-216-007-0000	72
404	19-25-216-008-0000	72
404	19-25-216-009-0000	72
404	19-25-216-023-0000	72
404	19-25-216-024-0000	72
404	19-25-216-027-0000	72
404	19-25-216-028-0000	72
404	19-25-216-040-0000	72
404	19-25-216-053-0000	72
404	19-25-216-054-0000	72
404	19-25-216-055-0000	72
404	19-25-216-056-0000	72
404	19-25-216-057-0000	72
404	19-25-216-058-0000	72
404	19-25-216-059-0000	72
404	19-25-216-060-0000	72
404	19-25-216-061-0000	72
404	19-25-216-062-0000	72
404	19-25-216-063-0000	72
404	19-25-216-064-0000	72
404	19-25-216-065-0000	72
404	19-25-216-066-0000	72
404	19-25-216-067-0000	72
404	19-25-216-068-0000	72
404	19-25-216-069-0000	72
404	19-25-216-070-0000	72
404	19-25-216-071-0000	72
404	19-25-216-072-0000	72
404	19-25-216-073-0000	72
404	19-25-216-074-0000	72
404	19-25-217-003-0000	72
404	19-25-217-004-0000	72
404	19-25-217-005-0000	72
404	19-25-217-019-0000	72
404	19-25-217-020-0000	72
404	19-25-217-021-0000	72
404	19-25-217-036-0000	7
404	19-25-217-037-0000	7
404	19-25-217-042-0000	72
404	19-25-217-045-0000	72

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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DATE 03/1[illegible]/97 TAX YEAR 19[illegible]

VOL	PROPERTY NUMBER	TAX CODE
404	19-25-217-046-0000	72028
404	19-25-217-048-0000	72028
404	19-25-217-063-0000	72028
404	19-25-217-064-0000	72028
404	19-25-217-065-0000	72028
404	19-25-217-066-0000	72028
404	19-25-217-067-0000	72028
404	19-25-217-068-0000	72028
404	19-25-217-069-0000	72028
404	19-25-217-070-0000	72028
404	19-25-217-092-0000	72028
404	19-25-217-093-0000	72028
404	19-25-217-094-0000	72028
404	19-25-217-095-0000	72028
404	19-25-217-096-0000	72028
404	19-25-217-097-0000	72028
404	19-25-217-098-0000	72028
404	19-25-217-099-0000	72028
404	19-25-217-100-0000	72028
404	19-25-217-101-0000	72028
404	19-25-217-102-0000	72028
404	19-25-218-001-0000	72028
404	19-25-218-002-0000	72028
404	19-25-218-009-0000	72028
404	19-25-218-019-0000	72028
404	19-25-218-020-0000	72028
404	19-25-218-028-0000	72028
404	19-25-218-036-0000	72028
404	19-25-218-041-0000	72028
404	19-25-218-042-0000	72028
404	19-25-218-043-0000	72028
404	19-25-218-044-0000	72028
404	19-25-218-061-0000	72028
404	19-25-218-062-0000	72028
404	19-25-218-063-0000	72028
404	19-25-218-064-0000	72028
404	19-25-218-065-0000	72028
404	19-25-218-066-0000	72028
404	19-25-218-067-0000	72028
404	19-25-218-068-0000	72028
404	19-25-218-069-0000	72028
404	19-25-218-082-0000	72028
404	19-25-218-083-0000	72028
404	19-25-218-084-0000	72028
404	19-25-218-085-0000	72028
404	19-25-218-086-0000	72028
404	19-25-218-087-0000	72028
404	19-25-218-088-0000	72028

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DATE 03/1[illegible]/97 TAX YEAR 19[illegible]

VOL	PROPERTY NUMBER	TAX CODE
404	19-25-218-089-0000	72028
404	19-25-218-090-0000	72028
404	19-25-218-091-0000	72028
404	19-25-218-092-0000	72028
404	19-25-219-001-0000	72028
404	19-25-219-002-0000	72028
404	19-25-219-003-0000	72028
404	19-25-219-019-0000	72028
404	19-25-219-020-0000	72028
404	19-25-219-021-0000	72028
404	19-25-219-022-0000	72028
404	19-25-219-023-0000	72028
404	19-25-219-024-0000	72028
404	19-25-219-025-0000	72028
404	19-25-219-026-0000	72028
404	19-25-219-027-0000	72028
404	19-25-219-028-0000	72028
404	19-25-219-029-0000	72028
404	19-25-219-030-0000	72028
404	19-25-219-031-0000	72028
404	19-25-219-032-0000	72028
404	19-25-219-033-0000	72028
404	19-25-219-034-0000	72028
404	19-25-219-035-0000	72028
404	19-25-219-036-0000	72028
404	19-25-219-056-0000	72028
404	19-25-219-057-0000	72028
404	19-25-219-058-0000	72028
404	19-25-219-059-0000	72028
404	19-25-219-060-0000	72028
404	19-25-219-061-0000	72028
404	19-25-219-062-0000	72028
404	19-25-219-063-0000	72028
404	19-25-219-064-0000	72028
404	19-25-219-065-0000	72028
404	19-25-219-066-0000	72028
404	19-25-219-067-0000	72028
404	19-25-220-001-0000	72028
404	19-25-220-002-0000	72028
404	19-25-220-003-0000	72028
404	19-25-220-004-0000	72028
404	19-25-220-005-0000	72028
404	19-25-220-006-0000	72028
404	19-25-220-007-0000	72028
404	19-25-220-008-0000	72028
404	19-25-220-009-0000	72028
404	19-25-220-011-0000	72027
404	19-25-220-012-0000	72028

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DATE 03/1[illegible]/97 TAX YEAR 199

VOL	PROPERTY NUMBER	TAX CODE
404	19-25-220-013-0000	72028
404	19-25-220-014-0000	72028
404	19-25-220-015-0000	72028
404	19-25-220-016-0000	72028
404	19-25-220-017-0000	72028
404	19-25-220-018-0000	72028
404	19-25-220-019-0000	72028
404	19-25-220-020-0000	72028
404	19-25-220-021-0000	72028
404	19-25-220-022-0000	72028
404	19-25-220-023-0000	72028
404	19-25-220-024-0000	72028
404	19-25-220-025-0000	72028
404	19-25-220-026-0000	72028
404	19-25-220-027-0000	72028
404	19-25-220-028-0000	72028
404	19-25-220-029-0000	72028
404	19-25-220-030-0000	72028
404	19-25-220-031-0000	72028
404	19-25-220-032-0000	72028
404	19-25-220-033-0000	72028
404	19-25-220-034-0000	72027
404	19-25-220-035-0000	72028
404	19-25-220-036-0000	72028
404	19-25-220-037-0000	72028
404	19-25-220-038-0000	72028
404	19-25-220-039-0000	72028
404	19-25-220-040-0000	72028
404	19-25-221-001-0000	72028
404	19-25-221-002-0000	72028
404	19-25-221-003-0000	72028
404	19-25-221-004-0000	72028
404	19-25-221-005-0000	72028
404	19-25-221-006-0000	72028
404	19-25-221-007-0000	72028
404	19-25-221-008-0000	72028
404	19-25-221-009-0000	72028
404	19-25-221-010-0000	72028
404	19-25-221-011-0000	72028
404	19-25-221-012-0000	72028
404	19-25-221-013-0000	72028
404	19-25-221-014-0000	72028
404	19-25-221-015-0000	72028
404	19-25-221-016-0000	72028
404	19-25-221-017-0000	72028
404	19-25-221-018-0000	72028
404	19-25-221-019-0000	72028
404	19-25-221-020-0000	72028

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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DATE 03/1[illegible]/97 TAX YEAR 199

VOL	PROPERTY NUMBER	TAX CODE
404	19-25-221-021-0000	72028
404	19-25-221-022-0000	72028
404	19-25-221-023-0000	72028
404	19-25-221-024-0000	72028
404	19-25-221-025-0000	72028
404	19-25-221-026-0000	72028
404	19-25-221-027-0000	72028
404	19-25-221-028-0000	72028
404	19-25-221-029-0000	72028
404	19-25-221-030-0000	72028
404	19-25-221-031-0000	72028
404	19-25-221-032-0000	72028
404	19-25-221-033-0000	72028
404	19-25-221-034-0000	72028
404	19-25-221-035-0000	72028
404	19-25-221-036-0000	72028
404	19-25-221-037-0000	72028
404	19-25-221-038-0000	72028
404	19-25-221-039-0000	72028
404	19-25-221-040-0000	72028
404	19-25-222-001-0000	72028
404	19-25-222-002-0000	72028
404	19-25-222-003-0000	72028
404	19-25-222-004-0000	72028
404	19-25-222-005-0000	72028
404	19-25-222-006-0000	72028
404	19-25-222-007-0000	72028
404	19-25-222-008-0000	72028
404	19-25-222-009-0000	72028
404	19-25-222-010-0000	72028
404	19-25-222-011-0000	72028
404	19-25-222-012-0000	72028
404	19-25-222-013-0000	72028
404	19-25-222-014-0000	72028
404	19-25-222-015-0000	72028
404	19-25-222-016-0000	72028
404	19-25-222-017-0000	72028
404	19-25-222-018-0000	72028
404	19-25-222-019-0000	72028
404	19-25-222-020-0000	72028
404	19-25-222-021-0000	72028
404	19-25-222-022-0000	72028
404	19-25-222-023-0000	72028
404	19-25-222-024-0000	72028
404	19-25-222-025-0000	72028
404	19-25-222-026-0000	72028
404	19-25-222-027-0000	72028
404	19-25-222-028-0000	72028

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VOL	PROPERTY NUMBER	TAX CODE
404	19-25-222-029-0000	72028
404	19-25-222-030-0000	72028
404	19-25-222-031-0000	72028
404	19-25-222-032-0000	72028
404	19-25-222-033-0000	72028
404	19-25-222-034-0000	72027
404	19-25-222-035-0000	72028
404	19-25-222-036-0000	72028
404	19-25-222-037-0000	72028
404	19-25-223-001-0000	72028
404	19-25-223-002-0000	72028
404	19-25-223-003-0000	72028
404	19-25-223-004-0000	72028
404	19-25-223-005-0000	72028
404	19-25-223-006-0000	72028
404	19-25-223-007-0000	72028
404	19-25-223-008-0000	72028
404	19-25-223-009-0000	72028
404	19-25-223-010-0000	72028
404	19-25-223-011-0000	72028
404	19-25-223-012-0000	72028
404	19-25-223-013-0000	72028
404	19-25-223-014-0000	72028
404	19-25-223-015-0000	72028
404	19-25-223-016-0000	72028
404	19-25-223-017-0000	72028
404	19-25-223-018-0000	72028
404	19-25-223-019-0000	72028
404	19-25-223-020-0000	72028
404	19-25-223-045-0000	72027
404	19-25-224-001-0000	72028
404	19-25-224-002-0000	72028
404	19-25-224-003-0000	72028
404	19-25-224-004-0000	72028
404	19-25-224-005-0000	72028
404	19-25-224-006-0000	72028
404	19-25-224-007-0000	72028
404	19-25-224-008-0000	72028
404	19-25-224-009-0000	72028
404	19-25-224-010-0000	72028
404	19-25-224-011-0000	72028
404	19-25-224-012-0000	72028
404	19-25-224-015-0000	72028
404	19-25-224-016-0000	72028
404	19-25-224-017-0000	72028
404	19-25-224-018-0000	72028
404	19-25-224-019-0000	72028
404	19-25-224-020-0000	72028

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VOL	PROPERTY NUMBER	TA COD
404	19-25-224-021-0000	7202
404	19-25-224-022-0000	7202
404	19-25-224-023-0000	7202
404	19-25-224-024-0000	7202
404	19-25-224-025-0000	7202
404	19-25-224-026-0000	7202
404	19-25-224-031-0000	7202
404	19-25-224-032-0000	7202
404	19-25-224-033-0000	7202
404	19-25-224-034-0000	7202
404	19-25-224-035-0000	7202
404	19-25-224-036-0000	7202
404	19-25-224-037-0000	7202
404	19-25-224-038-0000	7202
404	19-25-224-039-0000	7202
404	19-25-224-040-0000	7202
404	19-25-225-001-0000	7202
404	19-25-225-002-0000	7202
404	19-25-225-003-0000	7202
404	19-25-225-004-0000	7202
404	19-25-225-005-0000	7202
404	19-25-225-006-0000	7202
404	19-25-225-007-0000	7202
404	19-25-225-008-0000	7202
404	19-25-225-009-0000	7202
404	19-25-225-010-0000	7202
404	19-25-225-011-0000	7202
404	19-25-225-014-0000	7202
404	19-25-225-015-0000	7202
404	19-25-225-016-0000	7202
404	19-25-225-017-0000	7202
404	19-25-225-018-0000	720
404	19-25-225-019-0000	720
404	19-25-225-020-0000	720
404	19-25-225-021-0000	720
404	19-25-225-022-0000	720
404	19-25-225-024-0000	720
404	19-25-225-025-0000	720
404	19-25-225-026-0000	720
404	19-25-226-001-0000	720
404	19-25-226-002-0000	720
404	19-25-226-003-0000	720
404	19-25-226-004-0000	720
404	19-25-226-018-0000	720
404	19-25-226-019-0000	720
404	19-25-227-001-0000	720
404	19-25-228-002-0000	720
404	19-25-228-003-0000	720

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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DATE 03/1[illegible]/97 TAX YEAR 1995

VOL	PROPERTY NUMBER	TAX CODE	N/
404	19-25-228-004-0000	72027	
404	19-25-228-005-0000	72027	
404	19-25-228-006-0000	72027	
404	19-25-228-007-0000	72027	
404	19-25-228-008-0000	72027	
404	19-25-228-009-0000	72027	
404	19-25-228-010-0000	72027	
404	19-25-228-011-0000	72027	
404	19-25-228-012-0000	72027	
404	19-25-228-013-0000	72027	
404	19-25-228-015-0000	72027	
404	19-25-228-016-0000	72027	
404	19-25-228-017-0000	72027	
404	19-25-228-018-0000	72027	
404	19-25-228-019-0000	72027	
404	19-25-228-020-0000	72027	
404	19-25-228-021-0000	72027	
404	19-25-228-022-0000	72027	
404	19-25-228-023-0000	72027	
404	19-25-228-024-0000	72027	
404	19-25-228-025-0000	72027	
404	19-25-228-027-0000	72027	
404	19-25-228-032-0000	72027	
428	20-19-300-001-0000	72027	
428	20-19-300-004-0000	72027	
428	20-19-300-005-0000	72027	
428	20-19-300-006-0000	72027	
428	20-19-300-007-0000	72027	
428	20-19-300-008-0000	72027	
428	20-19-300-009-0000	72027	
428	20-19-300-010-0000	72027	
428	20-19-300-011-0000	72027	
428	20-19-300-012-0000	72028	
428	20-19-300-013-0000	72027	
428	20-19-300-014-0000	72027	
428	20-19-300-015-0000	72028	
428	20-19-300-016-0000	72028	
428	20-19-300-017-0000	72028	
428	20-19-300-018-0000	72028	
428	20-19-300-019-0000	72028	
428	20-19-300-020-0000	72028	
428	20-19-300-021-0000	72028	
428	20-19-300-022-0000	72028	I
428	20-19-300-023-0000	72028	I
428	20-19-300-024-0000	72028	I
428	20-19-300-025-0000	72028	I
428	20-19-300-026-0000	72028	S
428	20-19-300-027-0000	72028	I

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VOL	PROPERTY NUMBER	TAX CODE	N
428	20-19-300-028-0000	72028	T
428	20-19-300-029-0000	72027	B
428	20-19-300-030-0000	72028	B
428	20-19-300-031-0000	72027	B
428	20-19-300-032-0000	72027	F
428	20-19-301-001-0000	72028	H
428	20-19-301-002-0000	72028	J
428	20-19-301-003-0000	72028	G
428	20-19-301-004-0000	72028	K
428	20-19-301-005-0000	72028	I
428	20-19-301-006-0000	72027	I
428	20-19-301-007-0000	72028	D
428	20-19-301-008-0000	72028	S
428	20-19-301-009-0000	72028	F
428	20-19-301-010-0000	72028	F
428	20-19-301-011-0000	72028	I
428	20-19-301-012-0000	72028	I
428	20-19-301-013-0000	72028	I
428	20-19-301-014-0000	72028	L
428	20-19-301-015-0000	72028	D
428	20-19-301-016-0000	72028	C
428	20-19-301-017-0000	72028	V
428	20-19-301-018-0000	72028	G
428	20-19-301-019-0000	72028	D
428	20-19-301-020-0000	72028	M
428	20-19-301-021-0000	72027	J
428	20-19-301-022-0000	72027	J
428	20-19-301-023-0000	72028	A
428	20-19-301-024-0000	72028	P
428	20-19-301-025-0000	72028	P
428	20-19-301-026-0000	72028	C
428	20-19-301-027-0000	72028	C
428	20-19-301-028-0000	72028	E
428	20-19-301-029-0000	72028	F
428	20-19-301-033-0000	72028	C
428	20-19-301-034-0000	72028	C
428	20-19-301-035-0000	72028	I
428	20-19-301-036-0000	72028	E
428	20-19-301-037-0000	72028	A
428	20-19-301-038-0000	72028	A
428	20-19-301-039-0000	72028	F
428	20-19-301-040-0000	72028	C
428	20-19-301-041-0000	72028	C
428	20-19-301-042-0000	72028	M
428	20-19-301-043-0000	72028	D
428	20-19-301-044-0000	72028	I
428	20-19-302-001-0000	72027	D
428	20-19-302-002-0000	72028	D

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VOL	PROPERTY NUMBER	TA COC
428	20-19-302-003-0000	720
428	20-19-302-004-0000	720
428	20-19-302-005-0000	720
428	20-19-302-006-0000	720
428	20-19-302-007-0000	720
428	20-19-302-008-0000	720
428	20-19-302-009-0000	720
428	20-19-302-010-0000	720
428	20-19-302-011-0000	720
428	20-19-302-012-0000	720
428	20-19-302-013-0000	720
428	20-19-302-014-0000	720
428	20-19-302-015-0000	720
428	20-19-302-016-0000	720
428	20-19-302-017-0000	720
428	20-19-302-018-0000	720
428	20-19-302-019-0000	720
428	20-19-302-020-0000	720
428	20-19-302-021-0000	720
428	20-19-302-022-0000	720
428	20-19-302-023-0000	720
428	20-19-302-026-0000	720
428	20-19-302-027-0000	720
428	20-19-302-028-0000	720
428	20-19-302-029-0000	720
428	20-19-302-030-0000	720
428	20-19-302-031-0000	720
428	20-19-302-032-0000	720
428	20-19-302-033-0000	720
428	20-19-302-034-0000	720
428	20-19-302-035-0000	720
428	20-19-302-036-0000	720
428	20-19-302-037-0000	720
428	20-19-302-038-0000	720
428	20-19-302-039-0000	720
428	20-19-302-040-0000	720
428	20-19-302-041-0000	720
428	20-19-302-042-0000	720
428	20-19-302-043-0000	720
428	20-19-302-044-0000	720
428	20-19-302-045-0000	720
428	20-19-303-001-0000	720
428	20-19-303-002-0000	720
428	20-19-303-003-0000	720
428	20-19-303-004-0000	720
428	20-19-303-005-0000	720
428	20-19-303-007-0000	720
428	20-19-303-008-0000	720

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VOL	PROPERTY NUMBER	TAX CODE	N
428	20-19-303-009-0000	72028	J
428	20-19-303-010-0000	72028	J
428	20-19-303-011-0000	72028	N
428	20-19-303-012-0000	72028	J
428	20-19-303-013-0000	72028	J
428	20-19-303-014-0000	72028	A
428	20-19-303-015-0000	72028	S
428	20-19-303-016-0000	72028	H
428	20-19-303-017-0000	72028	G
428	20-19-303-018-0000	72028	S
428	20-19-303-019-0000	72028	M
428	20-19-303-020-0000	72027	
428	20-19-303-021-0000	72028	E
428	20-19-303-022-0000	72028	[illegible]
428	20-19-303-023-0000	72028	E
428	20-19-303-024-0000	72028	[illegible]
428	20-19-310-001-0000	72027	F
428	20-19-310-002-0000	72027	F
428	20-19-310-003-0000	72027	F
428	20-19-310-004-0000	72027	F
428	20-19-310-005-0000	72027	F
428	20-19-310-006-0000	72027	A
428	20-19-310-007-0000	72027	F
428	20-19-310-008-0000	72027	F
428	20-19-310-009-0000	72027	[illegible]
428	20-19-310-010-0000	72027	[illegible]
428	20-19-310-017-0000	72028	C
428	20-19-310-018-0000	72028	N
428	20-19-310-019-0000	72028	C
428	20-19-310-020-0000	72028	S
428	20-19-310-021-0000	72028	R
428	20-19-310-022-0000	72028	F
428	20-19-310-023-0000	72028	V
428	20-19-310-024-0000	72028	J
428	20-19-310-025-0000	72028	T
428	20-19-310-026-0000	72028	G
428	20-19-310-027-0000	72027	G
428	20-19-310-028-0000	72028	M
428	20-19-310-029-0000	72028	S
428	20-19-310-030-0000	72027	S
428	20-19-310-031-0000	72028	S
428	20-19-310-032-0000	72028	A
428	20-19-310-033-0000	72028	A
428	20-19-310-034-0000	72028	J
428	20-19-310-039-0000	72027	J
428	20-19-310-040-0000	72027	S
428	20-19-310-041-0000	72027	S
428	20-19-310-042-0000	72027	J

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VOL	PROPERTY NUMBER	TAX CODE	NA
428	20-19-310-043-0000	72027	SE
428	20-19-310-044-0000	72027	SE
428	20-19-310-045-0000	72027	CH
428	20-19-311-001-0000	72028	LE
428	20-19-311-002-0000	72028	SH
428	20-19-311-003-0000	72028	EH
428	20-19-311-004-0000	72028	NA
428	20-19-311-005-0000	72028	FH
428	20-19-311-006-0000	72028	JO
428	20-19-311-007-0000	72028	MA
428	20-19-311-008-0000	72028	LI
428	20-19-311-009-0000	72028	HI
428	20-19-311-010-0000	72028	D.
428	20-19-311-011-0000	72028	D
428	20-19-311-012-0000	72028	EA
428	20-19-311-013-0000	72028	W
428	20-19-311-014-0000	72028	R
428	20-19-311-015-0000	72028	J
428	20-19-311-016-0000	72028	H
428	20-19-311-017-0000	72028	D
428	20-19-311-019-0000	72028	C
428	20-19-311-020-0000	72028	W
428	20-19-311-021-0000	72028	B
428	20-19-311-022-0000	72028	B
428	20-19-311-023-0000	72028	L
428	20-19-311-024-0000	72027	L
428	20-19-311-025-0000	72028	R
428	20-19-311-026-0000	72028	L
428	20-19-311-027-0000	72028	L
428	20-19-311-028-0000	72028	P
428	20-19-311-029-0000	72028	J
428	20-19-311-030-0000	72028	C
428	20-19-311-031-0000	72028	A
428	20-19-311-032-0000	72028	V
428	20-19-311-033-0000	72028	V
428	20-19-311-034-0000	72028	S
428	20-19-311-035-0000	72028	L
428	20-19-311-036-0000	72028	C
428	20-19-311-037-0000	72027	V
428	20-19-311-038-0000	72028	M
428	20-19-311-039-0000	72028	L
428	20-19-311-040-0000	72028	A
428	20-19-312-005-0000	72028	V
428	20-19-312-006-0000	72028	F
428	20-19-312-007-0000	72028	F
428	20-19-312-008-0000	72027	F
428	20-19-312-009-0000	72028	F
428	20-19-312-010-0000	72028	F

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VOL	PROPERTY NUMBER	TA COD
428	20-19-312-011-0000	7202
428	20-19-312-012-0000	7202
428	20-19-312-013-0000	7202
428	20-19-312-014-0000	7202
428	20-19-312-015-0000	7202
428	20-19-312-016-0000	7202
428	20-19-312-017-0000	7202
428	20-19-312-018-0000	7202
428	20-19-312-019-0000	7202
428	20-19-312-020-0000	7202
428	20-19-312-021-0000	7202
428	20-19-312-022-0000	7202
428	20-19-312-023-0000	7202
428	20-19-312-024-0000	7202
428	20-19-312-025-0000	7202
428	20-19-312-026-0000	7202
428	20-19-312-027-0000	7202
428	20-19-312-028-0000	7202
428	20-19-312-029-0000	7202
428	20-19-312-030-0000	7202
428	20-19-312-031-0000	7202
428	20-19-312-032-0000	7202
428	20-19-312-033-0000	7202
428	20-19-312-034-0000	7202
428	20-19-312-035-0000	7202
428	20-19-312-036-0000	7202
428	20-19-312-037-0000	7202
428	20-19-312-038-0000	7202
428	20-19-312-044-0000	7202
428	20-19-312-045-0000	7202
428	20-19-312-046-0000	7202
428	20-19-312-047-0000	7202
428	20-19-312-048-0000	7202
428	20-19-313-001-0000	7202
428	20-19-313-002-0000	7202
428	20-19-313-003-0000	7202
428	20-19-313-004-0000	7202
428	20-19-313-005-0000	7202
428	20-19-313-007-0000	7202
428	20-19-313-008-0000	7202
428	20-19-313-009-0000	7202
428	20-19-313-010-0000	7202
428	20-19-313-011-0000	7202
428	20-19-313-012-0000	7202
428	20-19-313-013-0000	7202
428	20-19-313-014-0000	7202
428	20-19-313-015-0000	7202
428	20-19-313-016-0000	7202

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	NAI
428	20-19-313-017-0000	72027	ER
428	20-19-313-018-0000	72027	TA
428	20-19-313-019-0000	72027	TA
428	20-19-321-007-0000	72027	DO
428	20-19-321-008-0000	72027	DO
428	20-19-321-009-0000	72027	LO
428	20-19-321-010-0000	72027	LO
428	20-19-321-011-0000	72027	LO
428	20-19-321-012-0000	72027	LO
428	20-19-321-013-0000	72027	LO
428	20-19-321-014-0000	72027	LO
428	20-19-321-015-0000	72027	LO
428	20-19-321-016-0000	72027	LO
428	20-19-321-017-0000	72027	LC
428	20-19-321-018-0000	72027	LC
428	20-19-321-019-0000	72027	LC
428	20-19-321-020-0000	72027	LC
428	20-19-321-021-0000	72027	LC
428	20-19-321-022-0000	72027	LC
428	20-19-321-023-0000	72027	LC
428	20-19-321-024-0000	72027	LC
428	20-19-321-025-0000	72028	JE
428	20-19-321-026-0000	72028	AL
428	20-19-321-027-0000	72028	CL
428	20-19-321-028-0000	72028	CC
428	20-19-321-029-0000	72028	EL
428	20-19-321-030-0000	72028	SL
428	20-19-321-031-0000	72027	SL
428	20-19-321-032-0000	72028	DE
428	20-19-321-033-0000	72028	PJ
428	20-19-321-034-0000	72028	N/
428	20-19-321-035-0000	72028	DC
428	20-19-321-036-0000	72028	MI
428	20-19-321-037-0000	72028	JC
428	20-19-321-038-0000	72028	P
428	20-19-321-039-0000	72027	RI
428	20-19-321-040-0000	72028	EI
428	20-19-321-041-0000	72028	FI
428	20-19-321-042-0000	72027	WI
428	20-19-322-002-0000	72027	K.
428	20-19-322-003-0000	72028	T.
428	20-19-322-004-0000	72028	RI
428	20-19-322-009-0000	72028	EI
428	20-19-322-010-0000	72028	AI
428	20-19-322-011-0000	72027	AI
428	20-19-322-012-0000	72028	R.
428	20-19-322-013-0000	72028	J
428	20-19-322-014-0000	72028	A

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VOL	PROPERTY NUMBER	TAX CODE	I
428	20-19-322-015-0000	72028	,
428	20-19-322-016-0000	72028	
428	20-19-322-017-0000	72028	I
428	20-19-322-018-0000	72028	'
428	20-19-322-019-0000	72027	'
428	20-19-322-020-0000	72028	
428	20-19-322-021-0000	72028	
428	20-19-322-022-0000	72028	
428	20-19-322-023-0000	72028	
428	20-19-322-024-0000	72028	
428	20-19-322-025-0000	72028	
428	20-19-322-026-0000	72028	
428	20-19-322-027-0000	72028	
428	20-19-322-028-0000	72028	
428	20-19-322-029-0000	72028	
428	20-19-322-030-0000	72028	
428	20-19-322-031-0000	72028	
428	20-19-322-032-0000	72028	
428	20-19-322-033-0000	72028	
428	20-19-322-034-0000	72028	
428	20-19-322-035-0000	72028	
428	20-19-322-036-0000	72028	
428	20-19-322-037-0000	72028	
428	20-19-322-038-0000	72028	
428	20-19-322-039-0000	72028	
428	20-19-322-040-0000	72028	
428	20-19-322-041-0000	72028	
428	20-19-322-042-0000	72028	
428	20-19-322-044-0000	72028	
428	20-19-322-045-0000	72028	
428	20-19-323-001-0000	72028	
428	20-19-323-002-0000	72028	,
428	20-19-323-007-0000	72027	,
428	20-19-323-008-0000	72028	,
428	20-19-323-009-0000	72027	(
428	20-19-323-010-0000	72028	
428	20-19-323-011-0000	72028	I
428	20-19-323-012-0000	72028	,
428	20-19-323-013-0000	72028	,
428	20-19-323-014-0000	72028	/
428	20-19-323-015-0000	72028	F
428	20-19-323-016-0000	72028	M
428	20-19-323-017-0000	72028	G
428	20-19-323-018-0000	72028	V
428	20-19-323-019-0000	72028	S
428	20-19-323-020-0000	72028	F
428	20-19-323-021-0000	72028	A
428	20-19-323-022-0000	72028	J

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VOL	PROPERTY NUMBER	TA COI
428	20-19-323-027-0000	720
428	20-19-323-028-0000	720
428	20-19-323-029-0000	720
428	20-19-323-030-0000	720
428	20-19-323-031-0000	720
428	20-19-323-032-0000	720
428	20-19-323-033-0000	720
428	20-19-323-034-0000	720
428	20-19-323-035-0000	720
428	20-19-323-036-0000	720
428	20-19-323-037-0000	720
428	20-19-323-038-0000	720
428	20-19-323-039-0000	720
428	20-19-323-040-0000	720
428	20-19-323-041-0000	720
428	20-19-323-042-0000	720
428	20-19-323-043-0000	720
428	20-19-323-044-0000	720
428	20-19-323-045-0000	72
428	20-19-323-046-0000	720
428	20-19-323-047-0000	720
428	20-19-323-049-0000	720
428	20-19-323-050-0000	720
428	20-19-323-051-0000	720
428	20-19-324-034-0000	720
428	20-19-324-037-0000	720
428	20-19-324-038-0000	720
428	20-19-324-039-0000	720
428	20-19-324-040-0000	720
428	20-19-324-042-0000	720
428	20-19-324-043-0000	720
428	20-19-324-044-0000	720
428	20-19-324-045-0000	720
428	20-19-324-046-0000	720
428	20-19-324-047-0000	720
428	20-19-324-048-0000	720
428	20-19-324-049-0000	72
428	20-19-331-001-0000	72
428	20-19-331-002-0000	72
428	20-19-331-003-0000	72
428	20-19-331-004-0000	72
428	20-19-331-007-0000	72
428	20-19-331-008-0000	72
428	20-19-331-009-0000	72
428	20-19-331-010-0000	72
428	20-19-331-011-0000	72
428	20-19-331-012-0000	72
428	20-19-331-021-0000	72

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

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VOL	PROPERTY NUMBER	TAX CODE	N
428	20-19-331-022-0000	72028	C
428	20-19-331-023-0000	72028	J
428	20-19-331-024-0000	72028	R
428	20-19-331-025-0000	72028	R
428	20-19-331-026-0000	72028	A
428	20-19-331-027-0000	72028	J
428	20-19-331-028-0000	72028	L
428	20-19-331-029-0000	72028	B
428	20-19-331-033-0000	72028	R
428	20-19-331-034-0000	72028	J
428	20-19-331-037-0000	72027	N
428	20-19-331-038-0000	72027	N
428	20-19-331-039-0000	72027	N
428	20-19-331-040-0000	72027	N
428	20-19-331-041-0000	72027	N
428	20-19-331-043-0000	72027	N
428	20-19-331-044-0000	72028	T
428	20-19-331-045-0000	72028	C
428	20-19-331-046-0000	72028	A
428	20-19-331-047-0000	72028	C
428	20-19-331-048-0000	72027	N
428	20-19-332-001-0000	72028	N
428	20-19-332-002-0000	72028	K
428	20-19-332-003-0000	72028	T
428	20-19-332-004-0000	72028	R
428	20-19-332-005-0000	72028	M
428	20-19-332-006-0000	72028	W
428	20-19-332-007-0000	72028	J
428	20-19-332-008-0000	72028	W
428	20-19-332-009-0000	72028	M
428	20-19-332-010-0000	72027	M
428	20-19-332-011-0000	72028	H
428	20-19-332-012-0000	72028	A
428	20-19-332-013-0000	72028	J
428	20-19-332-014-0000	72028	R
428	20-19-332-015-0000	72028	E
428	20-19-332-016-0000	72028	A
428	20-19-332-017-0000	72028	M
428	20-19-332-018-0000	72028	C
428	20-19-332-021-0000	72028	T
428	20-19-332-022-0000	72028	L
428	20-19-332-023-0000	72028	C
428	20-19-332-024-0000	72028	L
428	20-19-332-025-0000	72028	M
428	20-19-332-026-0000	72028	E
428	20-19-332-027-0000	72028	M
428	20-19-332-028-0000	72027	M
428	20-19-332-029-0000	72028	M

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VOL	PROPERTY NUMBER	TAX CODE	N
428	20-19-332-030-0000	72028	S
428	20-19-332-031-0000	72028	R
428	20-19-332-032-0000	72028	L
428	20-19-332-033-0000	72028	S
428	20-19-332-034-0000	72028	H
428	20-19-332-035-0000	72028	V
428	20-19-332-036-0000	72028	T
428	20-19-332-037-0000	72028	J
428	20-19-332-038-0000	72028	W
428	20-19-332-039-0000	72028	C
428	20-19-332-040-0000	72028	G
428	20-19-332-041-0000	72028	M
428	20-19-332-042-0000	72028	M
428	20-19-332-043-0000	72028	B
428	20-19-332-046-0000	72028	L
428	20-19-332-047-0000	72028	G
428	20-19-332-048-0000	72028	A
428	20-19-333-003-0000	72028	J
428	20-19-333-004-0000	72028	D
428	20-19-333-005-0000	72028	L
428	20-19-333-006-0000	72028	D
428	20-19-333-007-0000	72028	B
428	20-19-333-008-0000	72028	D
428	20-19-333-012-0000	72028	N
428	20-19-333-013-0000	72028	M
428	20-19-333-014-0000	72028	B
428	20-19-333-015-0000	72028	P
428	20-19-333-016-0000	72028	L
428	20-19-333-017-0000	72028	A
428	20-19-333-018-0000	72028	M
428	20-19-333-019-0000	72028	R
428	20-19-333-020-0000	72028	T
428	20-19-333-021-0000	72028	S
428	20-19-333-022-0000	72028	E
428	20-19-333-023-0000	72028	J
428	20-19-333-024-0000	72028	E
428	20-19-333-025-0000	72028	C
428	20-19-333-026-0000	72028	B
428	20-19-333-027-0000	72028	D
428	20-19-333-028-0000	72028	L
428	20-19-333-029-0000	72028	F
428	20-19-333-030-0000	72028	J
428	20-19-333-031-0000	72028	V
428	20-19-333-032-0000	72028	C
428	20-19-333-033-0000	72028	D
428	20-19-333-034-0000	72027	C
428	20-19-333-035-0000	72028	C
428	20-19-333-036-0000	72028	L

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VOL	PROPERTY NUMBER	TA COD
428	20-19-333-037-0000	7202
428	20-19-333-038-0000	7202
428	20-19-333-039-0000	7202
428	20-19-333-040-0000	7202
428	20-19-333-041-0000	7202
428	20-19-333-042-0000	7202
428	20-19-333-043-0000	7202
428	20-19-333-044-0000	7202
428	20-19-333-045-0000	7202
428	20-19-333-046-0000	7202
428	20-19-333-047-0000	7202
428	20-19-333-048-0000	7202
436	20-30-100-001-0000	7202
436	20-30-100-002-0000	7202
436	20-30-100-003-0000	7202
436	20-30-100-004-0000	7202
436	20-30-100-005-0000	7202
436	20-30-100-006-0000	7202
436	20-30-100-007-0000	7202
436	20-30-100-008-0000	7202
436	20-30-100-009-0000	7202
436	20-30-100-010-0000	7202
436	20-30-100-011-0000	7202
436	20-30-100-012-0000	7202
436	20-30-100-013-0000	7202
436	20-30-100-014-0000	7202
436	20-30-100-015-0000	7202
436	20-30-100-016-0000	7202
436	20-30-100-017-0000	7202
436	20-30-100-018-0000	7202
436	20-30-100-023-0000	7202
436	20-30-100-024-0000	7202
436	20-30-100-025-0000	7202
436	20-30-100-026-0000	7202
436	20-30-100-027-0000	7202
436	20-30-100-028-0000	7202
436	20-30-100-029-0000	7202
436	20-30-100-030-0000	7202
436	20-30-100-031-0000	7202
436	20-30-100-032-0000	7202
436	20-30-100-033-0000	7202
436	20-30-100-034-0000	7202
436	20-30-100-035-0000	7202
436	20-30-100-036-0000	7202
436	20-30-100-037-0000	7202
436	20-30-100-038-0000	7202
436	20-30-100-039-0000	7202

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

TRCDC855

DATE 03/19/97 TAX YEAR 1995

VOL	PROPERTY NUMBER	TAX CODE	N
436	20-30-100-044-0000	72027	A
436	20-30-100-045-0000	72028	A
436	20-30-100-046-0000	72028	M
436	20-30-101-001-0000	72028	W
436	20-30-101-002-0000	72028	J
436	20-30-101-003-0000	72028	S
436	20-30-101-004-0000	72028	R
436	20-30-101-005-0000	72028	A
436	20-30-101-006-0000	72028	A
436	20-30-101-007-0000	72027	W
436	20-30-101-008-0000	72028	C
436	20-30-101-009-0000	72028	A
436	20-30-101-010-0000	72027	J
436	20-30-101-011-0000	72027	L
436	20-30-101-012-0000	72028	J
436	20-30-101-013-0000	72028	L
436	20-30-101-014-0000	72028	W
436	20-30-101-015-0000	72028	B
436	20-30-101-020-0000	72028	C
436	20-30-101-021-0000	72028	Z
436	20-30-101-022-0000	72028	D
436	20-30-101-023-0000	72028	M
436	20-30-101-024-0000	72028	A
436	20-30-101-025-0000	72028	F
436	20-30-101-026-0000	72028	C
436	20-30-101-027-0000	72028	L
436	20-30-101-028-0000	72028	H
436	20-30-101-029-0000	72027	H
436	20-30-101-030-0000	72028	H
436	20-30-101-031-0000	72028	H
436	20-30-101-032-0000	72028	B
436	20-30-101-033-0000	72028	C
436	20-30-101-034-0000	72028	S
436	20-30-101-035-0000	72028	L
436	20-30-101-036-0000	72028	D
436	20-30-101-037-0000	72028	E
436	20-30-101-038-0000	72028	A
436	20-30-101-039-0000	72028	V
436	20-30-101-040-0000	72028	J
436	20-30-101-041-0000	72028	C
436	20-30-101-042-0000	72028	V
436	20-30-101-043-0000	72028	A
436	20-30-101-044-0000	72028	J
436	20-30-101-045-0000	72028	M
436	20-30-101-046-0000	72028	V
436	20-30-101-047-0000	72028	E
436	20-30-101-048-0000	72028	F
436	20-30-102-001-0000	72028	T

TRCDC855

DATE 03/19/97 TAX YEAR 199

VOL	PROPERTY NUMBER	TAX CODE
436	20-30-102-002-0000	72028
436	20-30-102-003-0000	72028
436	20-30-102-004-0000	72028
436	20-30-102-005-0000	72028
436	20-30-102-006-0000	72027
436	20-30-102-007-0000	72028
436	20-30-102-008-0000	72028
436	20-30-102-009-0000	72028
436	20-30-102-010-0000	72028
436	20-30-102-011-0000	72028
436	20-30-102-012-0000	72027
436	20-30-102-013-0000	72028
436	20-30-102-014-0000	72028
436	20-30-102-015-0000	72028
436	20-30-102-016-0000	72028
436	20-30-102-017-0000	72028
436	20-30-102-018-0000	72028
436	20-30-102-019-0000	72028
436	20-30-102-020-0000	72028
436	20-30-102-021-0000	72028
436	20-30-102-022-0000	72028
436	20-30-102-023-0000	72028
436	20-30-102-024-0000	72028
436	20-30-102-025-0000	72028
436	20-30-102-026-0000	72028
436	20-30-102-027-0000	72028
436	20-30-102-028-0000	72028
436	20-30-102-029-0000	72028
436	20-30-102-030-0000	72028
436	20-30-102-031-0000	72028
436	20-30-102-032-0000	72028
436	20-30-102-035-0000	72028
436	20-30-102-036-0000	72028
436	20-30-102-037-0000	72028
436	20-30-102-038-0000	72028
436	20-30-102-039-0000	72028
436	20-30-102-040-0000	72028
436	20-30-102-041-0000	72028
436	20-30-102-042-0000	72028
436	20-30-102-043-0000	72028
436	20-30-102-044-0000	72028
436	20-30-102-045-0000	72028
436	20-30-102-046-0000	72028
436	20-30-108-003-0000	72028
436	20-30-108-004-0000	72027
436	20-30-108-005-0000	72027
436	20-30-108-006-0000	72027
436	20-30-108-007-0000	72028

TRCDC855

DATE 03/19/97 TAX YEAR

VOL	PROPERTY NUMBER	C
436	20-30-108-008-0000	72
436	20-30-108-009-0000	72
436	20-30-108-010-0000	72
436	20-30-108-011-0000	72
436	20-30-108-012-0000	72
436	20-30-108-013-0000	72
436	20-30-108-014-0000	72
436	20-30-108-017-0000	72
436	20-30-108-018-0000	72
436	20-30-108-019-0000	72
436	20-30-108-020-0000	72
436	20-30-108-021-0000	72
436	20-30-108-022-0000	72
436	20-30-108-023-0000	72
436	20-30-108-026-0000	72
436	20-30-108-027-0000	72
436	20-30-108-028-0000	72
436	20-30-108-029-0000	72
436	20-30-108-030-0000	72
436	20-30-108-031-0000	72
436	20-30-108-032-0000	72
436	20-30-108-033-0000	72
436	20-30-108-034-0000	72
436	20-30-108-035-0000	7
436	20-30-108-036-0000	7
436	20-30-108-037-0000	7
436	20-30-108-038-0000	7
436	20-30-108-039-0000	7
436	20-30-108-040-0000	7
436	20-30-108-041-0000	7
436	20-30-108-042-0000	7
436	20-30-108-043-0000	7
436	20-30-108-044-0000	7
436	20-30-108-045-0000	7
436	20-30-108-046-0000	7
436	20-30-108-047-0000	7
436	20-30-108-048-0000	7
436	20-30-108-049-0000	7
436	20-30-108-050-0000	7
436	20-30-109-003-0000	7
436	20-30-109-004-0000	7
436	20-30-109-005-0000	7
436	20-30-109-006-0000	7
436	20-30-109-007-0000	7
436	20-30-109-010-0000	7
436	20-30-109-011-0000	7
436	20-30-109-012-0000	7
436	20-30-109-013-0000	7

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

TRCDC855

DATE 03/15/97 TAX YEAR 19

VOL	PROPERTY NUMBER	TAX CODE
436	20-30-109-014-0000	72028
436	20-30-109-015-0000	72028
436	20-30-109-016-0000	72027
436	20-30-109-017-0000	72028
436	20-30-109-018-0000	72028
436	20-30-109-019-0000	72028
436	20-30-109-020-0000	72028
436	20-30-109-021-0000	72028
436	20-30-109-022-0000	72028
436	20-30-109-023-0000	72028
436	20-30-109-024-0000	72028
436	20-30-109-025-0000	72028
436	20-30-109-026-0000	72028
436	20-30-109-027-0000	72028
436	20-30-109-028-0000	72028
436	20-30-109-029-0000	72028
436	20-30-109-030-0000	72028
436	20-30-109-031-0000	72028
436	20-30-109-032-0000	72028
436	20-30-109-033-0000	72028
436	20-30-109-034-0000	72028
436	20-30-109-035-0000	72028
436	20-30-109-036-0000	72028
436	20-30-109-037-0000	72028
436	20-30-109-038-0000	72028
436	20-30-109-039-0000	72028
436	20-30-109-040-0000	72028
436	20-30-109-041-0000	72028
436	20-30-109-044-0000	72028
436	20-30-109-045-0000	72028
436	20-30-109-046-0000	72028
436	20-30-109-047-0000	72028
436	20-30-109-048-0000	72028
436	20-30-109-049-0000	72028
436	20-30-110-001-0000	72028
436	20-30-110-002-0000	72028
436	20-30-110-003-0000	72028
436	20-30-110-004-0000	72028
436	20-30-110-005-0000	72028
436	20-30-110-006-0000	72028
436	20-30-110-007-0000	72028
436	20-30-110-008-0000	72028
436	20-30-110-010-0000	72028
436	20-30-110-011-0000	72028
436	20-30-110-012-0000	72028
436	20-30-110-013-0000	72028
436	20-30-110-014-0000	72028
436	20-30-110-015-0000	72028

TRCDC855

DATE 03/15/97 TAX YEAR 19

VOL	PROPERTY NUMBER	TAX CODE
436	20-30-110-016-0000	72028
436	20-30-110-017-0000	72028
436	20-30-110-018-0000	72028
436	20-30-110-019-0000	72028
436	20-30-110-020-0000	72028
436	20-30-110-021-0000	72028
436	20-30-110-022-0000	72028
436	20-30-110-023-0000	72028
436	20-30-110-024-0000	72028
436	20-30-110-025-0000	72028
436	20-30-110-026-0000	72028
436	20-30-110-027-0000	72028
436	20-30-110-028-0000	72028
436	20-30-110-029-0000	72028
436	20-30-110-030-0000	72028
436	20-30-110-031-0000	72028
436	20-30-110-032-0000	72028
436	20-30-110-033-0000	72028
436	20-30-110-034-0000	72028
436	20-30-110-035-0000	72028
436	20-30-110-036-0000	72028
436	20-30-110-037-0000	72028
436	20-30-110-038-0000	72028
436	20-30-110-039-0000	72028
436	20-30-116-001-0000	72027
436	20-30-116-002-0000	72027
436	20-30-116-003-0000	72027
436	20-30-116-004-0000	72027
436	20-30-116-005-0000	72027
436	20-30-116-006-0000	72027
436	20-30-116-007-0000	72027
436	20-30-116-008-0000	72027
436	20-30-116-009-0000	72027
436	20-30-116-010-0000	72028
436	20-30-116-011-0000	72027
436	20-30-116-012-0000	72028
436	20-30-116-013-0000	72027
436	20-30-116-014-0000	72027
436	20-30-116-015-0000	72027
436	20-30-116-016-0000	72027
436	20-30-116-017-0000	72027
436	20-30-116-018-0000	72027
436	20-30-116-019-0000	72027
436	20-30-116-020-0000	72027
436	20-30-116-021-0000	72027
436	20-30-116-022-0000	72027
436	20-30-116-023-0000	72027
436	20-30-116-024-0000	72027

TRCDC855

DATE 03/15/97 TAX YEAR 19

VOL	PROPERTY NUMBER	TAX CODE
436	20-30-116-025-0000	72028
436	20-30-116-026-0000	72028
436	20-30-116-027-0000	72028
436	20-30-116-028-0000	72028
436	20-30-116-029-0000	72028
436	20-30-116-030-0000	72028
436	20-30-116-031-0000	72028
436	20-30-116-032-0000	72028
436	20-30-116-033-0000	72028
436	20-30-116-034-0000	72028
436	20-30-116-035-0000	72028
436	20-30-116-036-0000	72028
436	20-30-116-037-0000	72028
436	20-30-116-038-0000	72028
436	20-30-116-039-0000	72028
436	20-30-116-040-0000	72028
436	20-30-116-041-0000	72028
436	20-30-116-042-0000	72028
436	20-30-116-043-0000	72028
436	20-30-116-044-0000	72027
436	20-30-116-045-0000	72028
436	20-30-116-046-0000	72027
436	20-30-116-047-0000	72028
436	20-30-116-048-0000	72027
436	20-30-117-001-0000	72028
436	20-30-117-002-0000	72028
436	20-30-117-003-0000	72028
436	20-30-117-004-0000	72028
436	20-30-117-005-0000	72028
436	20-30-117-006-0000	72028
436	20-30-117-007-0000	72028
436	20-30-117-008-0000	72028
436	20-30-117-009-0000	72028
436	20-30-117-010-0000	72028
436	20-30-117-011-0000	72028
436	20-30-117-012-0000	72028
436	20-30-117-013-0000	72027
436	20-30-117-014-0000	72028
436	20-30-117-015-0000	72028
436	20-30-117-016-0000	72028
436	20-30-117-017-0000	72028
436	20-30-117-018-0000	72028
436	20-30-117-019-0000	72028
436	20-30-117-020-0000	72028
436	20-30-117-021-0000	72028
436	20-30-117-022-0000	72027
436	20-30-117-023-0000	72028
436	20-30-117-024-0000	72028

PROPERTIES (LISTED BY PIN #) TO BE CONTAINED IN SPECIAL SERVICE AREA NUMBER 14

TRCDC855

DATE 03/19/97 TAX YEAR 1995

VOL	PROPERTY NUMBER	TAX CODE	N
436	20-30-117-025-0000	72028	J
436	20-30-117-026-0000	72028	B
436	20-30-117-027-0000	72028	E
436	20-30-117-028-0000	72028	L
436	20-30-117-029-0000	72028	[illegible]
436	20-30-117-030-0000	72028	L
436	20-30-117-031-0000	72028	C
436	20-30-117-032-0000	72028	[illegible]
436	20-30-117-033-0000	72028	F
436	20-30-117-034-0000	72028	F
436	20-30-117-035-0000	72028	E
436	20-30-117-036-0000	72028	A
436	20-30-117-037-0000	72028	E
436	20-30-117-038-0000	72028	C
436	20-30-117-039-0000	72028	F
436	20-30-117-040-0000	72028	C
436	20-30-117-041-0000	72028	
436	20-30-117-042-0000	72028	S
436	20-30-117-046-0000	72028	A
436	20-30-117-047-0000	72028	I
436	20-30-118-001-0000	72027	I
436	20-30-118-002-0000	72028	I
436	20-30-118-003-0000	72028	
436	20-30-118-004-0000	72028	
436	20-30-118-005-0000	72027	
436	20-30-118-006-0000	72028	
436	20-30-118-007-0000	72028	
436	20-30-118-008-0000	72028	
436	20-30-118-009-0000	72028	
436	20-30-118-010-0000	72028	
436	20-30-118-011-0000	72028	
436	20-30-118-012-0000	72028	
436	20-30-118-013-0000	72028	
436	20-30-118-014-0000	72028	
436	20-30-118-015-0000	72028	
436	20-30-118-016-0000	72028	
436	20-30-118-017-0000	72028	
436	20-30-118-018-0000	72028	
436	20-30-118-019-0000	72028	
436	20-30-118-020-0000	72028	
436	20-30-118-021-0000	72028	
436	20-30-118-022-0000	72028	
436	20-30-118-023-0000	72028	
436	20-30-118-024-0000	72028	
436	20-30-118-036-0000	72028	
436	20-30-118-037-0000	72027	
436	20-30-118-038-0000	72027	
436	20-30-118-039-0000	72027	

TRCDC855

DATE 03/19/97 TAX YEAR 1995

VOL	PROPERTY NUMBER	TAX CODE	N
436	20-30-118-040-0000	72027	W
436	20-30-118-041-0000	72027	T
436	20-30-118-042-0000	72027	T
436	20-30-118-045-0000	72027	J
436	20-30-118-046-0000	72028	V
436	20-30-118-047-0000	72028	H
436	20-30-118-048-0000	72028	E
436	20-30-118-049-0000	72028	V
436	20-30-118-050-0000	72028	T
436	20-30-118-052-0000	72028	[illegible]
436	20-30-118-053-0000	72027	A
436	20-30-118-054-0000	72028	[illegible]
436	20-30-123-003-0000	72028	F
436	20-30-123-004-0000	72028	A
436	20-30-123-005-0000	72027	A
436	20-30-123-006-0000	72027	A
436	20-30-123-007-0000	72027	F
436	20-30-123-008-0000	72027	F
436	20-30-123-009-0000	72027	[illegible]
436	20-30-123-010-0000	72028	I
436	20-30-123-011-0000	72027	I
436	20-30-123-012-0000	72027	I
436	20-30-123-014-0000	72028	I
436	20-30-123-018-0000	72028	I
436	20-30-123-019-0000	72027	I
436	20-30-123-020-0000	72027	I
436	20-30-123-021-0000	72028	
436	20-30-123-022-0000	72028	
436	20-30-123-023-0000	72028	
436	20-30-123-024-0000	72028	
436	20-30-123-025-0000	72028	
436	20-30-123-026-0000	72028	
436	20-30-123-027-0000	72027	
436	20-30-123-028-0000	72027	
436	20-30-123-029-0000	72027	
436	20-30-123-031-0000	72028	
436	20-30-123-032-0000	72028	
436	20-30-123-033-0000	72027	
436	20-30-123-034-0000	72027	
436	20-30-123-036-0000	72027	
436	20-30-124-010-0000	72027	
436	20-30-124-011-0000	72028	
436	20-30-124-012-0000	72028	
436	20-30-124-013-0000	72028	
436	20-30-124-014-0000	72028	
436	20-30-124-017-0000	72028	
436	20-30-124-018-0000	72028	
436	20-30-124-019-0000	72027	

TRCDC855

DATE 03/19/97 TAX YEA

VOL	PROPERTY NUMBER	
436	20-30-124-020-0000	7
436	20-30-124-021-0000	7
436	20-30-124-022-0000	7
436	20-30-124-023-0000	7
436	20-30-124-024-0000	7
436	20-30-124-025-0000	7
436	20-30-124-026-0000	7
436	20-30-124-027-0000	7
436	20-30-124-028-0000	7
436	20-30-124-029-0000	7
436	20-30-124-030-0000	7
436	20-30-124-031-0000	7
436	20-30-124-033-0000	7
436	20-30-124-034-0000	7
436	20-30-124-035-0000	7
436	20-30-124-037-0000	7
436	20-30-124-038-0000	7
436	20-30-124-039-0000	7
436	20-30-124-040-0000	7
436	20-30-124-041-0000	7
436	20-30-124-042-0000	7
436	20-30-124-043-0000	7
436	20-30-125-001-0000	7

TOTAL RECORDS PRINTED

TOTAL NET TAX AMOUNT PAID

AUTHORIZATION TO ENTER INTO AND EXECUTE REDEVELOPMENT AGREEMENT WITH DB BEVERLY L.L.C. FOR PROPERTY AT 2200 -- 2258 WEST 95TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 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 Planning and Development to enter into and execute a redevelopment agreement with DB Beverly L.L.C. for property located within the 95th and Western Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

Alderman Burke abstained from voting pursuant to Rule 14.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE.
Chairman.

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

Yeas – Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on July 13, 1995 and published at pages 3914 -- 3971 of the Journal of the Proceedings of the City Council of such date, a certain redevelopment plan and project (the "Plan") for the 95th and Western Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1994) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 13, 1995 and published at pages 3972 -- 3979 of the Journal of the Proceedings of the City Council of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on July 13, 1995 and published at pages 3979 -- 3988 of the Journal of the Proceedings of the City Council of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs, as defined in the Act, incurred pursuant to the Plan ("Redevelopment Project Costs"); and

WHEREAS, DB Beverly, L.L.C., an Illinois limited liability company (the "Company"), will acquire a site (the "Site") located at 2200 -- 2258 West 95th Street within the Area and, pursuant to a lease agreement between the Company and Borders, Inc., shall construct a shopping center with a Borders Book Store of approximately twenty-five thousand (25,000) square feet, associated parking and related improvements (the "Project") on the Site; and

WHEREAS, The Company has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement (the "Redevelopment Agreement") to be executed by the Company and the City, including but not limited to the demolition of existing improvements, the construction of a shopping center as described above and related improvements, and the creation of jobs, to be financed, in part, by a portion of the proceeds of a Note (as defined below) to be issued by the City payable from incremental taxes, if any, deposited in the 95th and Western Redevelopment Project Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to Resolution 97-CDC-29 adopted by the Community Development Commission of the City of Chicago (the "Commission") on March 11, 1997, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate the Redevelopment Agreement with the Company for the Project and to request alternative proposals for redevelopment of the Area or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Area or a portion thereof and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Area or a portion thereof within fourteen (14) days after such publication, pursuant to Resolution 97-CDC-29, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City the Redevelopment Agreement with the Company for the Project; and

WHEREAS, The City is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and, as such, is authorized to issue obligations pursuant to the Act for the purpose of financing Redevelopment Project Costs; and

WHEREAS, The City Council of the City has determined that it is necessary and in the best interest of the City to issue a tax increment allocation note for the purpose of paying Redevelopment Project Costs for the Area; now, therefore,

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

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

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or designee of the Commissioner are each hereby authorized with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement between the Company and the City, substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. There shall be borrowed for and on behalf of the City an amount not to exceed Two Million Six Hundred Thousand Dollars ($2,600,000) for the purposes of paying a portion of the Redevelopment Project Costs in the Area and a note of the City shall be issued up to said amount and shall designated "City of Chicago Tax Increment Alocation Revenue Note (95th and Western Redevelopment Project), Taxable Series 1998" (the "Note"). The Note shall be substantially in the form attached hereto as Exhibit B and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer of the City or, if there is no such officer then holding said office, the City Comptroller (the "Chief Financial Officer"), at the time of issuance to reflect the purpose of the issue. The Note shall have the terms and provisions set forth in this ordinance and the Note form. The proceeds of the Note as hereby appropriated for the purposes set forth in this Section 4.

The Note shall mature not later then fifteen (15) years from the first (1st) day of the month immediately succeeding the date of issuance of the note and shall bear interest at a rate not to exceed eight and five-tenths percent (8.5%) per annum, from the date of the Note until the principal amount of the Note is paid, such interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) being payable on the first (1st) days of June and December of each year, commencing June 1, 1998. Principal on the Note shall be payable annually on the first (1st) day of December, commencing December 1, 1998. The principal of the Note may be prepaid in whole or in part, from any available funds, at any time without penalty or premium.

SECTION 5. The principal of and interest on the Note shall be paid by check of draft of the Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the person in whose name the Note is registered at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment date, unless the City has been directed to make such payment in another manner be written notice given to the Registrar by the registered owner at least thirty (30) days prior to the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the Note shall be payable in lawful money of the United States of America at the principal office of the Registrar.

The Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the

form hereinafter set forth fully executed by the Registrar, as authenticating agent of the City for the Note, and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the Note as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

Upon surrender for transfer of the Note at the principal office of the Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of the fully registered Note shall constitute full and due authorization of the Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange the Note during the period beginning at the close of business on the fifteenth (15^{th}) day of the month immediately prior to the maturity date of the Note.

The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note.

SECTION 7. Subject to the limitations set forth in Section 4 hereof, the Chief Financial Officer of the City (the "Chief Financial Officer") is authorized to

determine the terms of the Note and to issue the Note on such terms as the Chief Financial Officer may deem to be in the best interests of the City. In connection with the issuance of the Note, the Chief Financial Officer shall make the following determinations: (a) the aggregate principal amount of the Note; (b) the maturity of the Note; (c) the annual interest rate or rates payable on the Note; (d) the dated date of the Note; (e) the manner of funding the debt service reserve requirement; (f) the designation of a trustee, if any, and (g) the use of proceeds derived from the issuance of the Note.

SECTION 8. Pursuant to the T.I.F. Ordinance, the City has created the 95th and Western Redevelopment Project Area Special Tax Allocation Fund (the "Incremental Taxes Fund"). The Incremental Taxes Fund shall be held by the City, except as hereinafter expressly provided, separate and apart from all other funds and accounts of the City. All of the Incremental Taxes and any other revenues from any source whatsoever designated to pay principal of and interest on the Note shall be set aside as collected and deposited by the City Treasurer in the Incremental Tax Fund. The Note is secured by a pledge of all of the monies on deposit in the Incremental Taxes Fund, and such pledge is irrevocable until the obligations of the City are discharged under this ordinance, provided, however, that the City may use amounts which have been deposited into the Incremental Taxes Fund prior to the issuance of the Note (the "Existing Incremental Taxes") for the purposes set forth in this ordinance.

In accordance with the provisions of the Act, the Incremental Taxes are to be paid to the City Treasurer by the officers who collect or receive the Incremental Taxes. At such time as the City Treasurer receives any of the Incremental Taxes, the City Treasurer promptly shall deposit the same into the Incremental Taxes Fund. The monies on deposit in the Incremental Taxes Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this ordinance and, except as otherwise provided in this ordinance, shall be deposited in the manner described below to the separate accounts created by this ordinance within the Incremental Taxes Fund to be known as the "Principal and Interest Account", the "Debt Service Reserve Account" and the "General Account". These accounts may be held by the City or by a depository or depositories selected by the Chief Financial Officer. As monies are deposited by the City into the Incremental Tax Fund, they shall be credited in the following order of priority:

(a) The Principal and Interest Account. Prior to each principal or interest payment date, commencing with the December 1, 1998 principal payment date, the City shall credit and deposit into the Principal and Interest Account an amount of Incremental Taxes not exceeding the amount required to pay principal of and interest on the Note on the applicable principal or interest payment date. Except as provided below, such monies shall be used solely and only for the purpose of paying principal of and interest on the Note as the same

become due, provided, that the City may make the first interest payment due on June 1, 1998 from any available funds, including Existing Incremental Taxes. Funds to the credit of the Principal and Interest Account in excess of the amount necessary to pay such principal of and interest on the Note on such principal or interest payment date shall first be transferred to the Debt Service Reserve Account as provided below and shall next be paid to and credited to the General Account as described below.

(b) The Debt Service Reserve Account. The City shall next transfer the balance of the Incremental Taxes into the Debt Service Reserve Account until such account aggregates One Hundred Fifty Thousand Dollars ($150,000) (the "Debt Service Reserve Requirement"), and thereafter no such payments shall be made into that account, except that when any money is paid out of that account, payments shall be resumed and continued until that account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement, provided, however, that the City's failure to make payments to restore the account to an aggregate amount equal to the Debt Service Reserve Requirement shall not constitute an event of default under the Note or this ordinance. The City initially may fund the Debt Service Reserve Requirement from any available funds, including Existing Incremental Taxes. Monies on deposit in the Debt Service Reserve Account shall be transferred to the Principal and Interest Account as may be necessary from time to time to prevent or remedy a failure to pay principal of or interest on the Note.

(c) The General Account. The balance of the Incremental Taxes remaining after crediting the required amounts to the respective accounts provided for above shall be credited to the General Account. Monies on deposit in the General Account shall be transferred by the City first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund; second, at the direction of the Chief Financial Officer, for one or more of the following purposes, without priority among them:

(i) for the purpose of paying any Redevelopment Project Cost; or

(ii) for the purpose of prepaying the Note; or

(iii) for the purpose of distribution of such funds to the taxing districts or municipal corporations having the power to tax real property in the Area in accordance with the Act.

(d) Investments. The monies on deposit in the Incremental Taxes Fund and the various accounts therein may be invested from time to time in investments authorized by Chapter 2-32-520 of the Municipal Code of Chicago, as amended from time to time, pursuant to directions from the Chief Financial Officer. Any such investments may be sold from time to time by the City as monies may be

needed for the purposes for which the Incremental Taxes Fund and such accounts have been created. In addition, such investments may be sold when necessary to remedy any deficiency in the Incremental Taxes Fund or such accounts created therein. In the absence of such direction, such investment earnings shall be credited to and held in the Debt Service Reserve Account so long as the credit balance in said account is less than the Debt Service Reserve Requirement, and next shall be transferred to the Incremental Taxes Fund. All other investment earnings shall be attributed to the account within the Incremental Taxes Fund for which the investment was made.

(e) Costs of Issuance. Costs of issuance of the Note in an amount not to exceed Ten Thousand Dollars ($10,000) shall be paid from Existing Incremental Taxes.

SECTION 9. The Note, together with the interest thereon ,is a limited obligation of the City, payable solely and only from Incremental Taxes as provided in this ordinance. No registered owner of any Note shall have the right to compel the exercise of any taxing power of the City for payment of principal of or interest on the Note. The Note does not constitute an indebtedness of the City within the meaning of any satutory or constitutional provision.

SECTION 10. The provisions of this ordinance shall constitute a contract between the City and the registered owner of the Note.

SECTION 11. The Mayor, the City Treasurer,the Chief Financial Officer of the City, the City Comptroller, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 12. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 13. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 14. This ordinance shall be in full force and effect immediately upon its passage.

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

95TH AND WESTERN REDEVELOPMENT PROJECT AREA REDEVELOPMENT AGREEMENT

This 95th and Western Redevelopment Project Area Redevelopment Agreement (the "Agreement") is made as of this ____ day of _____, 199_, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and DB Beverly, L.L.C., an Illinois limited liability company (the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (1994 State Bar Edition), as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on July 13, 1995; (1) "Approval of Tax Increment Redevelopment Plan and Project for the 95th Street and Western Avenue Redevelopment Project Area" (amended by an ordinance adopted by the City Council on March 19, 1997); (2) "Designation of the 95th Street and Western Avenue Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act;" and (3) "Adoption of Tax Increment Allocation Financing for the 95th Street and Western Avenue Redevelopment Project Area" (the "TIF Adoption Ordinance"), (collectively referred to herein as the "TIF Ordinances"). The redevelopment project area, as amended (the "Redevelopment Area"), is legally described on Exhibit A hereto.

D. The Project: The Developer has purchased [or will purchase] certain property in a ____acre site located within the Redevelopment Area at 2200-2258 West 95th Street in Chicago, Illinois, and legally described on Exhibit B hereto (the "Property"). The only members of the Developer are The Daly Group, L.L.C., William Hoag and DB Beverly, Inc. The Developer shall commence and complete, or cause to be commenced and completed, within the time frames set forth in Section 3.01 hereof, construction of a shopping center with a Borders Book Store of approximately 25,000 square feet and associated parking for approximately ___ cars (the "Facility"), on the Property (as defined below). The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the 95th Street and Western Avenue Redevelopment Project Area Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as Exhibit D.

F. City Financing: The City Council on _____, 1997 adopted an ordinance (the "City Note Ordinance") entitled, "An Ordinance of the City of Chicago Providing for the Issuance of a Tax Increment Allocation Revenue Note (95th and Western Redevelopment Project), Taxable Series 1997 in an Amount Not to Exceed [$2,600,000]" (the "City Note"), payable from certain Incremental Taxes (as defined below), for the purposes of paying (i) a portion of the Redevelopment Project Costs which have been approved for the Redevelopment Area [and (ii) certain expenses incurred in connection with the issuance of the City Note]. The City agrees to make available, in the amount set forth in Section 4.03 hereof, a portion of the proceeds of the City Note to pay or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Borders" shall mean Borders, Inc., a Colorado corporation doing business under the trade name "Borders Books and Music."

"Certificate" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.05, Section 3.06 and Section 3.07, respectively.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"City Note" shall have the meaning set forth in Paragraph F of the Recitals hereto.

"City Note Ordinance" shall have the meaning set forth in Paragraph F of the Recitals hereto.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto and, subject to the terms and conditions herein contained, the execution of the City Note by the City and delivery to the purchaser thereof.

"Commissioner" shall mean the Commissioner of Planning and Development of the City.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be

entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporate Guaranty" shall have the meaning set forth in Section 5.17 hereof.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean the "work product" of the Developer or its Affiliate contributed to the development and construction of the Project, whereby the Developer or its Affiliate will receive two percent (2%) of the total costs of the Project to cover its up-front, out-of-pocket expenses and five percent (5%) of total costs of the Project will be treated as ownership participation; provided, however, that the amount of Equity contributed to the Project may be required to be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b), in which case the definition of Equity may include funds of the Developer , its constituent members or Affiliate (other than funds derived from Lender Financing) irrevocably available for the Project.

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company (or an affiliate of the Title Company), the City, the Developer and the Developer's lender(s), in form and content acceptable to DPD.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in Paragraph D to the Recitals hereto.

"Financial Statements" shall mean complete audited financial statements of the Developer and Borders prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into a special tax allocation fund, being the 95th and Western TIF Fund, established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, including the City Note.

"Lender Financing" shall mean funds borrowed by the Developer or its constituent members from lenders and available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"95th and Western TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer,

the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Transferee" shall mean an entity with a financial net worth in excess of $50,000,000 to which the Developer may transfer the Property and/or the Project after the issuance of the Certificate for the purpose of refinancing the Lender Financing.

"Plans and Specifications" shall mean construction documents containing an initial site plan and initial working drawings and specifications for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in Paragraph D of the Recitals hereto.

"Project Budget" shall mean the budget attached hereto as Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

"Property" shall mean the property described in Paragraph D of the Recitals hereto and legally described in Exhibit B hereto.

"Redevelopment Plan" shall mean the 95th Street and Western Avenue Redevelopment Plan and Project attached as Exhibit D hereto.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Plan or otherwise referenced in the Plan.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on July 1, 2015.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Plan and (iii) the City has agreed to reimburse Developer for pursuant to the City Note, subject to the terms of this Agreement.

"Title Company" shall mean [Chicago Title Insurance Company].

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

SECTION 3. THE PROJECT

3.01 The Project. Subject to Section 18.17 hereof, the Developer shall, pursuant to the Plans and Specifications: (i) commence construction within forty-five (45) days after issuance of required permits, weather permitting, and no later than June 1, 1998; and (ii) complete construction and conduct business operations therein no later than September 1, 1999.

3.02 Scope Drawings and Plans and Specifications.

(a) Preliminary Approval. The Scope Drawings and Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. Prior to the Closing Date, the Developer shall deliver the Scope Drawings to DPD for its approval. After such initial approval, subsequent proposed changes to the Scope Drawings shall be submitted to DPD as a Change Order pursuant to Section 3.07 hereof. No later than five (5) business days after the Plans and Specifications become available to the Developer, the Developer shall deliver such Plans and Specifications to DPD for its review and written approval. The Developer shall simultaneously submit all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to

acquire building permits and other required approvals for the Project.

(b) Revisions. In the event DPD rejects all or any portion of the Plans and Specifications as initially presented pursuant to Section 3.05(a), the Developer shall have fifteen (15) business days from the date the Developer is notified of such rejection to submit revised or corrected documents to DPD for DPD's written approval. After the initial approval, subsequent proposed changes shall be submitted to DPD as a Change Order pursuant to Section 3.07 hereof. In connection with or prior to the issuance of the Certificate hereunder, the Developer shall deliver to DPD a set of final Plans and Specifications for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Five Million Nine Hundred Twenty-Two Thousand Six Hundred Forty-One Dollars ($5,922,641.00). The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all costs of the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be delivered by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Orders that would authorize or cause any of the following to occur must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the total square footage of the Facility, (b) the change of the proposed use of the Facility to a use other than a Borders Books and Music Store, or (c) a delay in the completion of the Project. The Developer shall not authorize or permit the performance of any work relating to such Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of proceeds of the City Note which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental

approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and, to the extent required, proof of the General Contractor's and each subcontractor's bonding.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written monthly progress reports detailing the status of the Project, including revised completion dates if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DPD if the same is required by any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project. The inspecting architect may be the same inspecting architect engaged by the lender providing any portion of the Lender Financing for the Project, provided that the cost of such inspecting architect's providing certifications to DPD shall be borne by the Developer.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $5,922,641, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections 4.03(b) and 4.06)	$ 215,000
Lender Financing	4,107,641
City Funds	1,600,000
ESTIMATED TOTAL	**$5,922,641**

Developer shall have the right to re-allocate line items in the sources of funds between Equity and Lender Financing as aforesaid, provided that Developer shall, at all times, have sufficient funds to complete construction of the Project and to advance all Project costs in connection therewith. A mortgage executed in connection with Lender Financing will still be deemed an "Existing Mortgage" pursuant to Section 16 hereof (subject to the provisions of Section 16) if the identity of the Lender is consistent with the documents set forth on Exhibit G hereto.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may be used to reimburse the Developer for costs of TIF-Funded Improvements only that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of the City Note and this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note, certain proceeds of which will be used to pay or reimburse the Developer for certain of the costs of the TIF-Funded Improvements incurred by the Developer, such reimbursed costs to be deemed the "City Funds" hereunder; provided, however, that the total amount of City Funds available for TIF-Funded Improvements shall be an amount not to exceed the lesser of One Million Six Hundred Thousand Dollars ($1,600,000) or Twenty-Seven and One/One Hundredth Percent (27.01%) of the actual total Project costs.

4.04 Escrow. The City and the Developer hereby agree to enter into the Escrow Agreement with the Title Company or an affiliate of the Title Company. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control as between the City and the Developer.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements; City Fee.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure, except as set forth in Exhibit I hereto, which sets forth the Prior Expenditures approved by DPD. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) City Fee. The City may allocate the sum of Sixty Thousand Dollars ($60,000) for payment of costs incurred by the City for the administration and monitoring of the Project. The Developer shall not be required to pay such fee, and such fee shall be disbursed from the 95th and Western TIF Fund.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 each, or $100,000 in the aggregate, may be made without the prior

written consent of DPD.

(d) Allocation of Costs With Respect To Sources of Funds.

(i) Disbursement of Equity. Each amount paid pursuant to the Escrow Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged first to Equity contributed to the Project.

(ii) Pro Rata Disbursement of Lender Financing and City Funds. Insofar as the type and timing of the expenditures permit, with respect to the disbursement of Lender Financing and City Funds, the proportion of the aggregate amount of funds disbursed from Lender Financing (whether for TIF-Funded Improvements or non-TIF-Funded Improvements) to the aggregate amount of funds disbursed from City Funds, shall not be less than 3.00 to 1.00, and shall be disbursed as follows:

(A) Costs of non-TIF-Funded Improvements. Each amount paid pursuant to the Escrow Agreement, for costs other than TIF-Funded Improvements, shall be charged to Lender Financing with a condition of said distribution being that the Developer has made his requisite contribution of Equity.

(B) Costs of TIF-Funded Improvements. After there is no Equity contribution remaining, each amount paid pursuant to the Escrow Agreement, for costs of TIF-Funded Improvements, shall be charged either to Lender Financing (in order to meet the pro rata disbursement requirement set forth above) or City Funds, to be used to directly pay for, or to reimburse the Developer for its previous payment for (out of Equity contribution or Lender Financing) TIF-Funded Improvements.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds.

SECTION 5. CONDITIONS PRECEDENT

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget. The Developer shall have submitted to

DPD, and DPD shall have approved, a Project Budget in accordance with the provisions of Section 3.06 hereof.

5.02 Scope Drawings and Plans and Specifications. Prior to the Closing Date, the Developer shall have submitted to DPD, and DPD shall have approved, the Scope Drawings. In accordance with the provisions of Section 3.05 hereof, the Developer shall submit to DPD the Plans and Specifications.

5.03 Other Governmental Approvals. Not less than five (5) days prior to the issuance and delivery of the City Note, the Developer shall submit to DPD evidence of all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation which it has obtained as of the Closing Date.

5.04 Financing. The Developer shall have furnished proof reasonably acceptable to the City that the Developer (or its members) has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity and City Funds set forth in Section 4.01) to complete the Project.

5.05 Acquisition and Title. On the Closing Date, the Developer shall furnish the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on Exhibit G hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Developer shall provide to DPD, prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the names of the Developer and each of the members of the Developer as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search

Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, shall have insured the Property in accordance with Section 12 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 12 hereof evidencing the required coverages shall have been delivered to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel.

5.10 Evidence of Prior Expenditures. Not less than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided Financial Statements to DPD for the most recent three fiscal years, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer shall have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.13 Environmental. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided DPD with copies of that certain phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate negotiations with respect to this Agreement if, in the City's view, such audits reveal the existence of material environmental problems which have not been previously disclosed to DPD. Prior to the Closing Date, the Developer shall provide the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing

the City to rely on such audits.

5.14 Corporate Documents. The Developer shall provide a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other corporate documentation as the City may request.

5.15 Litigation. The Developer shall provide to Corporation Counsel and DPD, at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Lease Agreement. The Developer shall provide a copy of the executed lease agreement dated as of _____, 1997 between the Developer and Borders with respect to the Facility.

5.17 Corporate Guaranty. The Developer shall cause Borders to execute and deliver a corporate guaranty in favor of the City (the "Corporate Guaranty"), substantially in form and content attached hereto as Exhibit N, guaranteeing the payment of the real estate taxes on the Property, and in all events in amounts not less than those set forth in Exhibit K for the Term of the Agreement.

5.18 Preconditions For Disbursement. Prior to each disbursement of City Funds hereunder, the Developer shall submit to DPD a Request for Payment substantially in the form attached hereto as Exhibit L, and documentation of the expenditures set forth therein, which documentation shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request of disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual amount paid to the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the

current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available funds for the Project equals or exceeds the aggregate of the amount necessary to pay all unpaid costs of the Project incurred or to be incurred in the completion of the Project. "Available funds for the Project" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within forty-five (45) days after a written request by the City, deposit with the City or the escrow agent under the Escrow Agreement, cash (or a commitment for additional Lender Financing) in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the City Note Ordinance, the City Note, this Agreement and the Escrow Agreement.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, or as otherwise agreed to by DPD in writing, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid (as reasonably

determined by the Developer) who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid (as reasonably determined by the Developer) for the TIF-Funded Improvements (other than a General Contractor otherwise approved by DPD), the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all permits required for commencement of construction have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids or otherwise obtain DPD's approval pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall be limited to 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids for all subcontracts and select the lowest responsible bids (as reasonably determined by the Developer).

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Approval shall not be unreasonably withheld. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction for any work for the Project relating to construction in the public way, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. The City shall be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each

subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.07 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Certificate of Completion of Construction. Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures. DPD shall respond to any such further written request by the Developer for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project and, upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.01(d), 8.02 and 8.19 as covenants that run with the land and the improvements thereon are the only covenants in this Agreement

intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right to seek reimbursement of the City Funds from the Developer.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired and covenants running with the land are terminated.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of the issuance and delivery of the City Note and each increase in the principal amount of the City Note made pursuant to Section 5.16 hereof, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or

document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of the Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property, free and clear of all liens (except for the Permitted Liens, Permitted Mortgages, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to the best of the Developer's knowledge, threatened, or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project, and shall submit evidence thereof to DPD prior to the issuance of a Certificate by DPD;

(h) the Developer is not in material default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) subject to Section 8.01 (d) hereof, sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and

detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property other than the Permitted Liens or Non-Governmental Charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof; or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(l) the members of the Developer are The Daly Group L.L.C., William Hoag and DB Beverly, Inc. and, without the prior written consent of DPD (not to be unreasonably withheld), The Daly Group L.L.C., William Hoag and DB Beverly, Inc. hereby agree not to transfer all or any portion of their respective membership interests in the Developer; provided, that the restrictions on any transfer of membership interests of the Developer described above shall apply to any holders of such interests.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.05 and 3.06 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenant set forth in this Section shall run with the land and the improvements thereon and be binding upon any transferee. Upon the issuance of a Certificate pursuant to Section 7 hereof, this covenant to redevelop will be deemed to have been satisfied.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Job Training. The Developer hereby agrees to use its best efforts to participate in any job training program established by the City pursuant to Section 4.07 hereof.

8.06 Job Creation and Retention; Use of the Facility; Covenant to Remain in the City. (a) Subject to sub-paragraph (c) below, the Developer shall create or cause the creation of not less

than twenty-seven and one-half full-time equivalent permanent jobs at the Facility upon the commencement of business operations thereon, and such jobs shall be retained at the Facility through the Term of the Agreement. The Developer shall cause Borders and any other tenant of the Facility to provide to the City information regarding job creation and retention at the Facility.

(b) The Developer and the City agree that Borders Books and Music will occupy the Facility through the Term of the Agreement and that any change will require DPD's prior written consent. Upon seeking DPD's consent to a different use for the Facility other than as described above, the Developer shall provide a rationale for such change, and the consent of DPD shall not be unreasonably withheld.

(c) The Developer hereby covenants and agrees to cause Borders, through the Term of the Agreement, to (1) maintain its operations within the City of Chicago and (2) pay real estate taxes on the Property; provided, that if at any time the first floor of the Facility becomes vacant, the Developer shall have one year from the date such vacancy level occurs to locate a tenant who will occupy and operate the first floor of the Facility which tenant shall provide an employment level of thirteen and one-half (13½) full-time equivalent jobs; and provided that if at any time the second floor of the Facility becomes vacant, the Developer shall have two years from the date such vacancy level occurs to locate a tenant or tenants which will occupy and operate the second floor of the Facility and shall provide an employment base of six and one-half (6½) full-time equivalent jobs; provided, further, that only a tenant who (1) is occupying and operating any part of the Facility pursuant to a lease which provides for a minimum lease term of one year, (2) is engaging in any use or activity at the Facility described in Exhibit N attached hereto and (3) has been approved by DPD shall be considered in calculating whether the occupancy threshold is met. The Developer shall notify the City in writing of the date on which either floor of the Facility is vacant, and such time period set forth above shall begin to run on a date agreed to by DPD. The Developer hereby agrees that, without the prior written consent of DPD (which shall not be unreasonably withheld), the second floor of the Facility shall not be subdivided and that the Facility shall not be used for any use or activity described in Exhibit M.

8.07 Employment Opportunity. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor, any subcontractor and Borders to submit to DPD, on or before January 1 of each year (or as DPD may otherwise request), statements of its

employment profile, including the number of jobs created and retained at the Facility.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all employees of the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Except for those entities for which DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for each fiscal year of the Developer after the Closing Date for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or the Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges. (i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property. Until a Certificate has been issued, the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer or the Property, including but not limited to real estate taxes.

(ii) Right to Contest. Before any delinquency occurs, the amount or validity of any Governmental Charge may be contested or objected to in good faith by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made; provided, however, that in the event that the Property undergoes a reassessment, the Developer may contest the proposed assessed value of the Property prior to the issuance of the final tax bill. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to

pay or cause to be paid any such Governmental Charge at the time and in the manner provided in this Agreement unless DPD has been given prior written notice of the intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(A) the Developer or Borders shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer or Borders contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(B) the Developer or Borders shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Failure to Pay or Discharge Lien. If any Governmental Charge is not paid or a discharge of the same is not obtained, the Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer, Borders or any successor thereof under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if any Governmental Charge is not paid, the City, in its sole discretion, may require the Developer to cause Borders to submit to the City audited Financial Statements at Border's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference for the years noted on Exhibit K and (B) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit K.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in Exhibit K for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Project up to (but not above) the Minimum Assessed Value as shown in Exhibit K.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19 are covenants running with the land and the improvements thereon and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released upon the earlier of (A) the date that the City is reimbursed by the Developer, Borders or assignee pursuant to Section 18.15 for the amount of City Funds previously disbursed by the City for TIF-Funded Improvements or (B) the date that the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) and Section 8.19(d) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c) and Section 8.19(d).

(d) Insurance. In addition to the insurance required pursuant to Section 12 hereof, the Developer shall procure and maintain or cause Borders to procure and maintain the following insurance:

(i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

8.20 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.21 Other Obligations. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, including tax increment revenue bonds, the proceeds of which are to be used to reimburse the City for expenditures made in connection with redevelopment project costs for the Redevelopment Area; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere

in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its tenants, successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part

by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled

within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

The Developer shall submit reports to the Commissioner evidencing compliance with this Section 10.02 after the following periods: (1) upon expenditure of 50 percent of the total costs of the Project; (2) upon expenditure of 70 percent of the total costs of the Project; and (3) upon completion of the Project. Such reports shall include weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) which clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Purchasing Agent, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work on the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20

of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the construction of the Project:

a. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the construction of the Project, at least the following percentages of the total Project Budget (less the acquisition price of the Property or any portion thereof, if any) shall be expended for contract participation by MBEs or WBEs:

i. At least 25 percent by MBEs.
ii. At least 5 percent by WBEs.

b. For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and

this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

c. Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the work on the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

d. The Developer shall submit reports to the Commissioner evidencing compliance with this Section 10.03 after the following periods: (1) upon expenditure of 50 percent of the total costs of the Project; (2) upon expenditure of 70 percent of the total costs of the Project; and (3) upon completion of the of the Project. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

e. Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General

Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

f. Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

g. Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by DPD. During the construction of the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, (3) seek any other remedies available pursuant to the express terms of this Agreement or (4) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

(a) The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

(b) Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer, except if caused by the City: (i) the presence of

any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property, or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement (or during the construction period as specified at (b) below) and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, the General Contractor or any subcontractor:

(a) Prior to Execution and Delivery of this Agreement:

(i) Workers' Compensation and Employers Liability Insurance

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under or in connection with this Agreement, and employer's liability coverage, with limits of not less than $100,000.00 for each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/ completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be procured and maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation and Employers Liability Insurance

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under or in connection with this Agreement and employer's liability coverage with limits of not less than $500,000.00 for each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000.00 per occurrence, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion of construction of the Project) explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed in connection with this Agreement, the Developer shall provide, or cause to be provided, Automobile Liability Insurance with limits of not less than $2,000,000.00 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability Insurance

When, in connection with this Agreement, any work is to be done adjacent to or on property owned by a

railroad or public transit entity, the Developer shall provide, or cause to be provided, with respect to the operations that the Developer, performs, Railroad Protective Liability Insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk Builders Risk Insurance

When the General Contractor undertakes any construction, including improvements, betterments, and/or repairs, the General Contractor shall provide, or cause to be provided, All Risk Builder's Risk Insurance at replacement cost for materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include but are not limited to the following: boiler and machinery (if applicable) and collapse. The City of Chicago shall be named as additional loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than $1,000,000.00. Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used in connection with this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors' Pollution Liability Insurance

When any remediation work is performed in connection with this Agreement which may cause a pollution exposure, Contractors' Pollution Liability Insurance shall be provided with limits of not less than $1,000,000 insuring bodily injury, property damage and environmental remediation, clean-up costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Other Provisions

(i) The Developer shall furnish the following certificates to DPD at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602:

--Original certificates of insurance evidencing the required coverage, showing the City as a certificate holder and, if applicable, loss payee or additional insured, to be in force on the date of execution of this Agreement, and renewal certificates of insurance or other evidence of renewal, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Each certificate of insurance shall provide that the City is to be given sixty (60) days prior written notice in the event coverage is substantially changed, canceled or not renewed; and

--Original City of Chicago Insurance Certificate of Coverage Form (blank form to be obtained from DPD) or its equivalent.

The receipt of the required certificates by DPD does not constitute an agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. The failure of the City to receive such certificates or to receive certificates that fully conform to the requirements of this Agreement shall not be deemed to be a waiver by the City of any of the insurance requirements set forth herein.

(ii) Receipt by the Developer of policies or certificates: The Developer shall advise all insurers of the insurance requirements set forth in this Agreement, and the receipt by the Developer of policies or certificates that do not conform to these requirements shall not relieve the Developer of its obligation to provide the insurance as set forth in this Agreement or required by law. Failure to comply with the insurance provisions of this Agreement constitutes an Event of Default hereunder, and the City is entitled to exercise all remedies with respect thereto. The Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit the Developer's liability and responsibilities specified within this Agreement or as required by law.

(iii) The Developer shall require the General Contractor and all subcontractors to carry the insurance required herein, or alternatively, the Developer may provide the coverage on behalf of the General Contractor or any subcontractor. All General Contractors and subcontractors shall be subject to the same requirements of the Developer in this subsection (c) unless specified herein.

(iv) The Developer agrees, and shall cause its insurers and the insurers of its General Contractor and each subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

(v) The limitations set forth in the indemnification provisions in Section 13 hereof, or any limitations on indemnities that may apply as a matter of law, shall in no way limit, reduce or otherwise affect the amounts or types of insurance required under this Agreement.

(vi) The Developer and not the City is responsible for meeting all of the insurance requirements under this Agreement and for the Project. Any insurance or self insurance programs maintained by the City shall apply in excess of and not contribute with insurance required to be provided by the Developer, General Contractor or any subcontractor under this Agreement.

Any and all deductibles or self-insured retentions on the required insurance coverages shall be borne by the Developer, General Contractor or subcontractor who is the insured under such policy, and shall not be borne by the City.

If the Developer, the General Contractor or any subcontractor desires additional coverage, higher limits of liability or other modifications for its own protection, such person or entity shall be responsible for the acquisition and cost of such additional protection.

(vii) The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements set forth in this Agreement so long as such action does not, without the Developer's prior written consent, increase such requirements.

SECTION 13. INDEMNIFICATION

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other improvement for the Project, or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to

the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours until the issuance of the Certificate.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under (i) this Agreement or (ii) any related agreement, if such failure with respect to any related agreement materially adversely affects Developer's ability to perform its obligations under this Agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure would materially adversely affect the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall

not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution on a timely appeal by the Developer;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

For purposes of Section 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies contained in this Agreement, including those specifically set forth in Sections 7.03, 10.03(g) and 18.18, the City may terminate this Agreement and all related agreements, and, may suspend or terminate payments of City Funds pursuant to this Agreement. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be

deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within twenty (20) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROPERTY

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City, or after the issuance of a Certificate by the City pursuant to Section 7.01, is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land, as more specifically identified in subparagraph (d) below.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land, as more specifically identified in subparagraph (d) below.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

(d) Notwithstanding anything contained herein, the only covenants running with the land to which a mortgagee which succeeds to the Developer's interest in the Property will be bound during the Term of the Agreement are the covenants set forth in Sections 8.01(d), 8.02 and 8.19; provided, however, that in the event a Certificate has been issued by the City pursuant to Section 7.01, then the covenants set forth in Section 8.02 shall not be binding upon a mortgagee.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, IL 60602 Attention: Commissioner
With Copies To:	City of Chicago Department of Law Finance and Economic Development Division 121 North LaSalle Street, Room 511 Chicago, IL 60602
If to the Developer:	DB Beverly, L.L.C. 615 North Wabash Avenue Chicago, Illinois 60611 Attention: Mr. Patrick Daly
With Copies To:	Schain Firsel & Burney Ltd. 222 North LaSalle Street Suite 1910 Chicago, Illinois 60601 Attention: Alan D. Pearlman
With Copies To:	Thomas M. Tully & Associates 33 North Dearborn Street Suite 2450 Chicago, Illinois 60602 Attention: James E. Doherty

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notioes, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the City and the Developer.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter

hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. After the issuance of a Certificate, the Developer may transfer the Property and/or the Project to a Permitted Transferee, upon 30 days' prior written notice to DPD. Notwithstanding the issuance of such Certificate, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 5.17 (Corporate Guaranty), 8.19 (Real Estate Provisions) and 8.20 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part, subject to providing the Developer with written notice of said sale, transfer assignment or other disposal of this Agreement.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones,

and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. Notice of such delay for any such reason shall be given by the party seeking to excuse its performance by virtue thereof to the other party within twenty (20) days of commencement of such delay, and excuse from performance of obligations shall be limited to the actual number of days involved in such delay.

18.18 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the reimbursement obligations of the City set forth herein.

18.19 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

DB Beverly, L.L.C., an
Illinois limited liability company

BY: DB BEVERLY, INC.
an Illinois corporation, Manager

By: _____
Its: _____

CITY OF CHICAGO

By:_____
Commissioner, Department of
Planning and Development

The undersigned, on their own behalf, hereby execute this Redevelopment Agreement only with respect to Sections 8.01 (l) hereof.

Dated: _____, 1997

BY: _____
a _____ corporation, a member

By: _____
Its: _____

BY: _____
a _____ corporation, a member

By: _____
Its: _____

BY: _____
a _____ corporation, a member

By: _____
Its: _____

BY: _____
a _____ corporation, a member

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of DB Beverly, Inc., an Illinois corporation and a member of DB Beverly, L.L.C. (DB Beverly, L.L.C. being referred to herein as the "Developer'), and _____, an Illinois corporation and a member of the Developer, respectively, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Developer, as their free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 1997.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher R. Hill, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, 1997.

_____
Notary Public

My Commission Expires____/_____

[(Sub)Exhibit "E" referred to in this 95th and Western Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", and "N" referred to in this 95th and Western Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To 95th And Western Redevelopment Agreement)

Redevelopment Area -- Legal Description.

A parcel of land in Chicago, Cook County, Illinois being a part of the N 1/2 of Section 7, and the S 1/ of Section 6 in Township 37 North, Range 14 East of the third Principal Meridian described as follows

Beginning at the intersection of the center line of West 95th Street and the center line of Sout Western Avenue; thence northerly along said center line of South Western Avenue to the north lot lin extended of Lot 1 of O.Rueber and Co's. Beverly Hills Sub. of the S. 3/8 of the W. 1/2 of the N.W. 1/ of Sec. 6-37-14; thence easterly along said lot line to the intersection with the center line of the firs north-south public alley parallel to and first east of South Western Avenue; thence southerly along sai center line of the aforesaid alley to the intersection with the south lot line extended of Lot 15 of sai O. Rueber and Co's. subdivision; thence westerly eight feet to the intersection with the east lot lin extended of Lot 16 of said O. Rueber and Co's. subdivision; thence southerly along said lot line to th intersection with the center line of West 91st Street in said O. Rueber and Co's. subdivision; thenc easterly 3 feet to the intersection with the east lot line extended of Lot 28 in Beverly Hills Blvd. Sub. being a resub. of the N. 22 acres of Geo. H. Chambers Sub. of the W. 1/2 of the S. W. 1/4 of Sec. 6 37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 13 in Geo H. Chambers Sub. of the W. 1/2 of the S. W. 1/4 of Sec. 6-37-14; thence westerly along said lot lin 23 feet to the intersection with the east parcel division line of Lot 13 in said Geo. H. Chamber Subdivision; thence southerly 159 feet along said parcel division line to the intersection with the cente line of West 92nd Street in said Geo. H. Chambers Subdivision; thence easterly 45 feet along sai center line of West 92nd Street to the intersection with the east parcel division line extended of Lot 1 in said Geo. H. Chambers Subdivision; thence southerly along said parcel division line 159 feet to th intersection with the south lot line of Lot 12 in said Geo. H. Chambers Subdivision; thence westerl 13 feet along said lot line to the intersection with the east parcel division line of Lot 11 in Geo. H Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection wit the north lot line of Lot 9 in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said lo line to the intersection with the east parcel division line of Lot 9 in Geo. H. Subdivision; thenc southerly 126 feet to the intersection with the north lot line in Lot 8 of said Geo. H. Chamber Subdivision; thence westerly 15 feet along said lot line to the intersection with the east parcel divisio line in Lot 7 of said Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel divisio line to the intersection with the center line extended of West 94th Street in said Geo. H. Chamber Subdivision; thence easterly 13 feet along said center line of West 94th Street to the intersection wit the east parcel division line extended of Lot 5 in said Geo. H. Chambers Subdivision; thence southerl 242 feet along said parcel division line to the intersection with the north lot line of Lot 3 in said Geo H. Chambers Subdivision; thence easterly 151.46 feet along said lot line extended to the intersectio with the center line of South Clairmont Street in said Geo. H. Chambers Subdivision; thence southerl along said center line of South Clairmont Street to the intersection with the north lot line extended o Lot 39 in said Geo. H. Chambers Subdivision; thence easterly along said lot line to the intersection wit the center line of South Oakley Avenue in said Geo. H. Chambers Subdivision; thence southerly alon said center line of South Oakley Avenue to the intersection with the north lot line extended of Lot 4 in said Geo. H. Chambers Subdivision; thence easterly 329 feet along said lot line to the intersectio with the center line of South Bell Avenue in said Geo. H. Chambers Subdivision; thence northerly 12 feet along said center line of South Bell Avenue to the intersection with the south line of the nort parcel division line extended of Lot 79 in said Geo. H. Chambers Subdivision; thence easterly 121. feet along said parcel division line to the intersection with the west lot line of Lot 81 in said Geo. H Chambers Subdivision; thence northerly 25 feet along said lot line to the intersection with north lot lin of Lot 81 in said Geo. H. Chambers Subdivision; thence easterly 208 feet along said lot line to th intersection with the center line of South Leavitt Avenue in said Geo. H. Chambers Subdivision; thenc southerly 33 feet along said center line of South Leavitt Avenue to the intersection with the center lin

extended of the first east-west public alley parallel to and first north of West 95th Street in Sub. of Blk 36 in Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence easterly along said center line to the intersection with the center line extended of South Hoyne Street in A Sub. of Blk. 37 of Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence northerly 28 feet to the intersection with the center line extended of the first east-west public alley parallel to and first north of West 95th Street in Campbell's Sub. of Blk. 37 of Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence easterly along said center line to the intersection with the center line of South Damen Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 26.49 feet along said center line to the intersection with the north lot line extended of Lot 14 in Plotke & Crosby's Resub. of Blk. 39 in Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence easterly to the intersection with the center line of South Winchester Street in said Hilliard & Dobbin's Subdivision; thence southerly 50 feet along said center line to the intersection with the north parcel division line of Lot 47 in Longwood Sub. of Sec. 6-37-14; thence easterly 160.46 feet along said parcel line to the intersection with the west lot line of Lot 46 in said Longwood Subdivision; thence northerly 50 feet along said lot line to the intersection with the north lot line extended of Lot 46 in said Longwood Subdivision; thence easterly along said lot line extended to the intersection with the center line of South Longwood Drive in said Longwood Subdivision; thence northerly 50.07 feet to the intersection with the north parcel division line of Lot 33 in said Longwood Subdivision; thence easterly along said parcel division line to the intersection with the center line of the CRI&P Railroad right of way in said Longwood Subdivision; thence southerly 10.06 feet to the intersection with the north lot line extended of Lot 22 in Longwood Sub., a sub. of all that part of Sec 6-37-14 lying E. of the center line of Spruce St., S. of the center line of 93rd St., W. of the W line of P.C.& St L. RR right of way and N. of the S. line of S.E. 1/4 of said Sec. 6-37-14; thence easterly along said lot line to the intersection with the center line of South Vanderpoel Street in aforesaid Longwood Subdivision; thence northerly 10 feet along said center line to the intersection with the north parcel division line extended of Lot 12 in said Longwood Subdivision; thence easterly 157.98 feet to the intersection with the east lot line of Lot 9 in said Longwood Subdivision; thence southerly 8 feet along said lot line to the intersection with the center line of the first east-west public alley parallel to and first north of West 95th Street in Joseph B. Fleming's Sub. of the S. 1/2 of Lot 9 and all of Lot 10 in Longwood Sub; thence easterly along said center line to the intersection with the center line of South Charles Street in aforesaid Longwood Subdivision; thence northerly 66 feet along said center line of South Charles Street to the intersection with the north lot line extended of Lot 2 in said Longwood Subdivision; thence easterly 138.6 feet to the intersection with the West line of the Penna. Railroad right of way; thence southerly along said line to the intersection with the center line of West 95th Street in said Longwood Subdivision; thence easterly along said center line of West 95th Street to the intersection with the east lot line extended of Outlot B in Beverly Pointe, a sub. in N.E. 1/4 of Sec. 7, the N.W. 1/4 and the S.W. 1/4 of Sec. 8-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 90 in said Beverly Pointe subdivision; thence westerly 106.22 feet to the intersection with the west lot line of Outlot B in said Beverly Pointe Subdivision; thence southerly along said lot line to the intersection with the north lot line of Lot 1 in Howard Oviatt's sub. of Lots 1 to 17 incl. Lots 25, 26, 29 and 30 of Blk. 5 and lots 15,16,18,19, and 28 of Blk 3 in Hilliard and Dobbin's 1st Add. to Washington Heights of Sec. 8-37-14; thence westerly 140 feet along said lot line extended to the intersection with the center line of South Charles Street in said Howard Oviatt's subdivision; thence northerly 43 feet along said center line of South Charles Street to the intersection with the south lot line extended of Lot 45 in Hilliard and Dobbin's 1st Add. to Washington Heights being a sub. of the E. 1/2 of the N.E. 1/4 of Sec 7 and the N.W. 1/4 of Sec. 8-37-14; thence westerly 139 feet to the intersection with the east lot line of Lot 50 in said Hilliard and Dobbin's subdivision; thence northerly 100 feet to the intersection with the south lot line of Lot 49 in said Hilliard and Dobbin's subdivision; thence westerly 188 feet along said lot line extended to the intersection with the center line of South Prospect Avenue in said Hilliard and Dobbin's subdivision; thence northerly 10 feet along said center line of South Prospect Avenue to the intersection with the south lot line extended to Lot 6 in said Hilliard and Dobbin's subdivision; thence westerly 112.23 feet to the intersection with the east lot line of Lot 12 in O'Neill's Sub. of Lot 3 & Lot 2 (except that part for School lot) in Blk 6 of Hilliard and Dobbin's Sub of Sec 8-37-14; thence southerly 165.48 feet to the intersection with the south lot line of Lot 10 in said O'Neill's Subdivision; thence westerly 155.42 feet along said lot line to the intersection with the center line of South

Vanderpoel Street in said O'Neill's Subdivision: thence northerly along said center line of South Vanderpoel Street to the intersection with the center line extended of the first east-west public alley parallel to and first south of West 95th Street in Howe's Sub. at Longwood of Lots 110 to 113 incl. of Blk. 6 in Hilliard and Dobbin's 1st Add. to Washington Heights of Sec. 8-37-14; thence westerly along said center line to the intersection with the center line of the C.R.I.& P Railroad right of way in said Howe's Subdivision; thence southerly 15.75 feet to the intersection with the south lot line extended of Lot 3 in Dore's Sub. of the W. 1/2 of the N.E. 1/4 of Sec. 7-37-14; thence westerly along said lot line to the intersection with the east lot line of Lot 9 in Sub. of lots 21.22.23. & 24 in Blk. 1 in Dore's Sub. of Sec. 7-37-14; thence southerly 50 feet to the intersection with the south lot line of Lot 9 in said Dore's Subdivision; thence westerly 165 feet along said lot line extended to the intersection with the center line of South Longwood Drive in said Dore's Subdivision; thence northerly 50 feet to the intersection with the south lot line extended of Lot 3 in said Dore's Subdivision; thence westerly along said lot line to the intersection with the center line of South Damen Avenue in said Dore's Subdivision; thence northerly 8 feet to the intersection with the first east-west public alley first south and parallel to West 95th Street in said Dore's Subdivision; thence westerly along the center line extended of said alley to the center line of South Leavitt Street in John Bain's Resub. of part of Forest Ridge of Sec. 7-37-14; thence northerly 3 feet along said center line of South Leavitt Avenue to the intersection with the first east-west public alley parallel to and first south of West 95th Street in Highland Add. to Longwood, being a resub. of Calumet Highlands of Sec. 7-37-14; thence westerly along said center line extended of said alley to the intersection with the center line of the first north-south public alley parallel to and first east of South Western Avenue in said Highland Addition; thence southerly along said alley center line extended to the intersection with the center line of West 96th Street in said Highland Addition; thence westerly along said center line of West 96th Street to the intersection with the center line of South Western Avenue in said Highland Addition; thence northerly along said center line of South Western Avenue to the point of the beginning.

(Sub)Exhibit "B".
(To 95th And Western Redevelopment Agreement)

The Property.

VAN GINDER SITE

PARCELS 25-06-320-019/020:

THE SOUTH 50 FEET OF THE NORTH 150 FEET OF LOT 79 IN CHAMBER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79, FALLING IN THE SCHOOLHOUSE LOT, AND EXCEPT ALSO THE WEST 33 FEET OF SAID LOT 79 AND EXCEPT ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6; CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1930 AS DOCUMENT NUMBER 10786683 IN BOOK 28900, PAGE 276) ALL IN COOK COUNTY, ILLINOIS

LOT 79 (EXCEPT THE NORTH 150 FEET) IN CHAMBER'S SUBDIVISION OF WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79 FALLING IN SCHOOLHOUSE LOT AND EXCEPTING ALSO THE WEST 33 FEET OF SAID LOT 79 AND EXCEPTING ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SAID SECTION 6 AND CONVEYED TO CITY OF CHICAGO BY QUIT CLAIM DEED DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1930 AS DOCUMENT 10786683 IN BOOK 28900, PAGE 276) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 25-06-320-035:

THE NORTH 154 FEET OF THE SOUTH 208 FEET OF THE WEST 175 FEET OF THE EAST 208 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 (OTHERWISE DESCRIBED AS LOT 81 OF GEO A. CHAMBER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

MC DONALD'S SITE

PARCEL 1: P. I. NOS. 25-06-319-006/010

LOT 41 (EXCEPT THE EAST 93 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF SAID LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBERS SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

PARCEL 2: P. I. NO. 25-06-319-011

EAST 93 FEET OF LOT 41 (EXCEPT EAST 33 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH AND PARALLEL WITH SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBERS SUBDIVISION OF WEST ½ OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

(Sub)Exhibit "C".
(To 95th And Western Redevelopment Agreement)

T.I.F.-Funded Improvements.

Line Item	Cost
Acquisition	$1,855,000
Site preparation, demolition and environmental remediation	585,000

In no event will the amount of City assistance pursuant to this Agreement exceed the lesser of (a) $1,600,000 or (b) 27.01% of the actual total Project costs.

(Sub)Exhibit "D".
(To 95th And Western Redevelopment Agreement)

Redevelopment Plan.

I. INTRODUCTION AND BACKGROUND

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

The area served by the proposed redevelopment area was first settled in the 1850's when the Rock Island Railroad and the predecessor of the Pennsylvania Railroad first laid tracks through the area. After the Great Chicago Fire many wealthy central city residents built homes in the area, then called Washington Heights. The area was annexed to the City of Chicago in 1900. Between 1920 and 1960 the population of the Beverly community area expanded from about 7,500 to about 25,000 with the most rapid growth occurring in the 1940's and 1950's. Between 1960 and 1990 the Beverly community area population declined from 24,814 to 22,385.

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

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

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

The "Chicago Comprehensive Neighborhood Needs Analysis" prepared for the City in 1982 by Meliphony and Associates cited the need for Business district improvements as one of the Beverly community area's "Key Community Needs". The Report noted this need in spite of the author's recognition that the community had been very active in attempting to maintain and improve the viability of this shopping area. The Report also noted the negative impact that the City's home rule sales tax has upon the ability of areas such as this to compete with lower tax stores in adjacent suburban areas.

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

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

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

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

Tax Increment Financing (TIF)

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

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

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

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

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

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

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

3) within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities equal to its scale. The success of this effort will depend to a large measure on cooperation between the private sector and agencies of local government. Adoption of this Redevelopment Plan by the City will make possible implementation of a balanced, comprehensive plan for stimulating redevelopment of the RPA, an area which can not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. Public investments will create the environment necessary to attract the needed private investment required for the revitalization of the area. "But for" the public investments made possible by the adoption of TIF, the necessary private investments would not be forthcoming and the area would not be revitalized.

II. REDEVELOPMENT PROJECT AREA BOUNDARY DESCRIPTION

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

III. THE REDEVELOPMENT PLAN AND PROJECT

The Redevelopment Plan and Project has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private development actions within the Redevelopment Project Area. This plan also specifically describes the RPA and sets forth a summary of the "conservation" factors which qualify the RPA for designation as a "conservation" area as defined by the Act.

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

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

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

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

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

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

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

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

IV. REDEVELOPMENT PLAN GOALS, OBJECTIVES AND POLICIES.

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

General Goals

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

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

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

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

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

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

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

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

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

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

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

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

Policies

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

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

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

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

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

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

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

V. CONSERVATION CONDITIONS EXISTING IN THE REDEVELOPMENT PROJECT AREA

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

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

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

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

Summarized below are the findings of the Eligibility Report:

- of the fourteen factors set forth in the Act for unimproved areas, five are present to a major extent in the Redevelopment Project Area.
- the eligibility factors which are present are reasonably distributed throughout the Area.
- all blocks within the Area show the presence of some eligibility factors.
- the Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

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

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

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

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

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

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

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

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

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

2. **Overcrowding of Structures and Community Facilities**
Overcrowding of Structures and Community Facilities exists to a limited extent within the area. Only 7 of the 121 buildings included in the area are currently overcrowded.

3. **Deterioration**

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

he above analysis is based upon information provided by the research team based upon the following urveys and analyses:

-) Exterior surveys of the condition and use of each building.
-) Field survey of the condition of the streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls and general property maintenance within the area.
-) Analysis of existing uses and their relationship to one another.
-) Comparison of current land use to current zoning and the current zoning map.
-) Comparison of surveyed buildings to property maintenance and other codes of the City.
-) Analysis of original and current platting and building size and layout.
-) Analysis of building floor area and site coverage.
-) Review of previously prepared plans, studies and data on the area.

'STH AND WESTERN REDEVELOPMENT PROJECT

his section presents the overall program to be undertaken by the City of Chicago or by private developers cting under redevelopment agreements with the City. It includes a description of the redevelopment plan nd project objectives; the redevelopment activities necessary to implement the plan; a general land use lan, estimated redevelopment project costs, any obligations that may be issued in order to achieve the bjectives of the plan, identification of the most recent equalized assessed valuation of properties within the PA and an estimate of the anticipated equalized assessed value of the area after implementation of the lan.

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

Redevelopment Objectives

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

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

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

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

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

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

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

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

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

- Encourage the participation of minorities and women in professional and investment opportunities involved in the redevelopment of the RPA.

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

Redevelopment Activities

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

1. Use of Incentives for Property Assembly

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

2. Demolition, Site Preparation and Redevelopment

Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials, including sources of environmental contamination to create suitable sites for new development. Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods of time and so that the adverse effects of clearance activities may be minimized.

3. Incentives for Rehabilitation, Renovation and Adaptive Reuse of Existing Buildings

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

4. Infrastructure, Parking, Utilities and Other Public Improvements

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

5. Beautification and Facade Improvement Programs

In addition to rehabilitation of individual buildings, some tax increment revenues will also be used for facade and landscaping rebate programs designed to encourage the improved appearance of adjacent groups of properties with a consistent and/or coordinated design. This may include the promotion of facade renovation programs such as shared public /private funding of facade improvements or low/no interest loans for this purpose and or incentives for sign/structure removal and incentives for uniform signage; certain landscaping and beautification projects, to the extent that their costs are TIF eligible costs, may also be funded in order to enhance the appearance of the area, the medians or to provide more green/open space between private land uses. These efforts may require the City to retain some architectural and design services in order to encourage participation by existing and new retailers within the area.

6. Relocation Assistance

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

7. Job Training

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

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

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

General Land Use Plan

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

Retail Uses

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

Parking Uses

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

Commercial and Mixed Uses

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

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

Estimated Redevelopment Project Costs

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

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected.

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

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

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

5. Costs of job training and retraining projects;

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

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

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

9. Payment in lieu of taxes as defined in the Act.

10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code.

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

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

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

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

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

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

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

Sources of Funds to Pay Eligible Redevelopment Project Costs

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

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

Nature and Term of Obligations to be Issued

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

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

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

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

Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

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

nticipated Equalized Assessed Valuation

on completion of the anticipated private development of the Redevelopment Project Area by the year 18, it is estimated that the equalized assessed valuation of the property within the Redevelopment Project ea will be increased to approximately $36,000,000. This estimate is based upon several key assumptions: a constant Cook County equalization factor (multiplier) of 2.1407 in 1994 dollars; 2) a total tax rate of .25 per $100 of valuation throughout the life of the TIF, 3) redevelopment for the uses specified in this edevelopment Plan will occur in a timely manner; and 4) the market value of the recommended residential nd commercial developments will increase following completion of the redevelopment activities described the Redevelopment Plan.

II. Conformity to the Comprehensive Plan of the City of Chicago

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

III. Scheduling of the Redevelopment Project

his Redevelopment Project and all obligations issued to finance redevelopment project costs will be ompleted on or before a date 23 years form the adoption of the Ordinance designating the RPA. The City xpects that the Redevelopment Project will be completed sooner than the maximum time limit set by the ct, depending on the incremental tax yield. It is anticipated that City expenditures for redevelopment roject costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures n redevelopment projects by participating private developers.

X. Commitment to Fair Employment Practices and Affirmative Action

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

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

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

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

X. Lack of Growth and Development Through Investment by Private Enterprise

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

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

The extent of past private investment in the area was determined based upon an analysis of the value of all (71)of the building permits issued by the City for the 121 properties in the area during the last 10 years. This study revealed that only 10 permits were issued during this decade for new construction and additions for a total of $1,612,597. In addition, 61 building permits in the amount of $1,414,433 were issued for building alterations and repairs during this ten year period. Thus a total of $3,027,030 was expended on all the properties in the area throughout this decade. As Appendix 9 shows almost 3/4th of these expenditures were spent upon only a few projects--a total of $2,237,800, or 73.9% of the value of all permits issued, was allocated to only 9 projects. Five of these projects, absorbing 26% of the total investment during the decade, were fast food restaurants, one of which has since burned down and been vacant for four years. Three properties situated just across Western Avenue from the Evergreen Shopping Center were the recipient of $1,074,800 of investment during the decade, or over 35% of the total for the district. Thus very little capital investment, an average of about $750 per year, was expended on each of the other 104 properties located in the area during the decade

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

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

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

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

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

XI. Financial Impact and Demand on Taxing District Services

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

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

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

The following taxing bodies presently levy property taxes against all the properties located within the RPA:

Cook County
Cook County Forest Preserve District
Metropolitan Water Reclamation District of Greater Chicago
Chicago Community College District 508
Chicago Board of Education District 299
Chicago Park District
Chicago School Finance Authority
City of Chicago
South Cook Mosquito Abatement District

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

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

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

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

XII. Program to Address Financial and Service Impacts

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

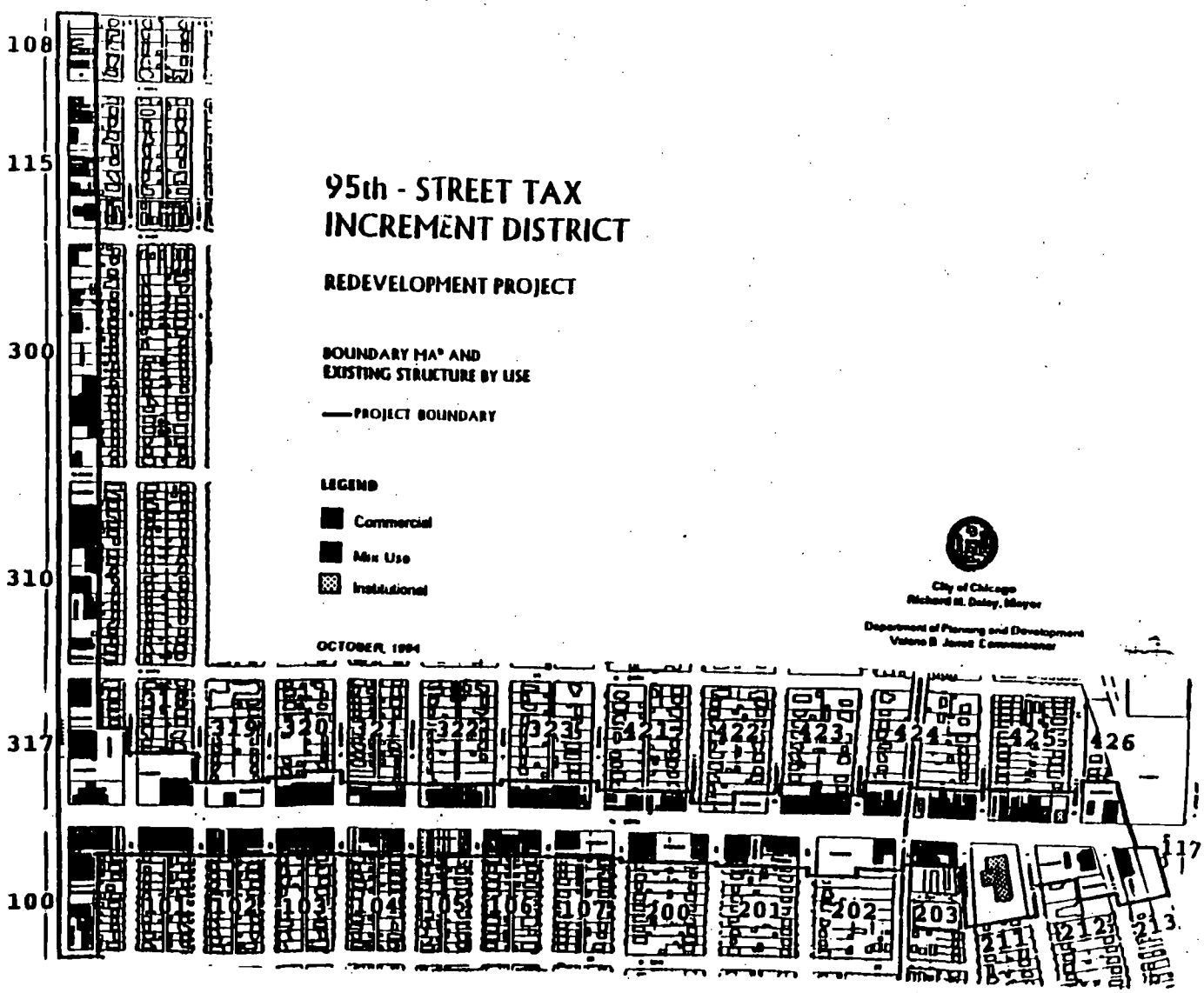
XIII. Provisions for Amending This Redevelopment Plan and Project

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

Appendices 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 referred to in this Redevelopment Plan readas follows:

Appendix 1.
(To 95th And Western Redevelopment Plan)

Boundary Map And Existing Structure By Use.



Appendix 2.
(To 95th And Western Redevelopment Plan)

Legal Description Of 95th Street
T.I.F. District.

A parcel of land in Chicago, Cook County, Illinois being a part of the N 1/2 of Section 7, and the S 1/2 of Section 6 in Township 37 North, Range 14 East of the third Principal Meridian described as follows:

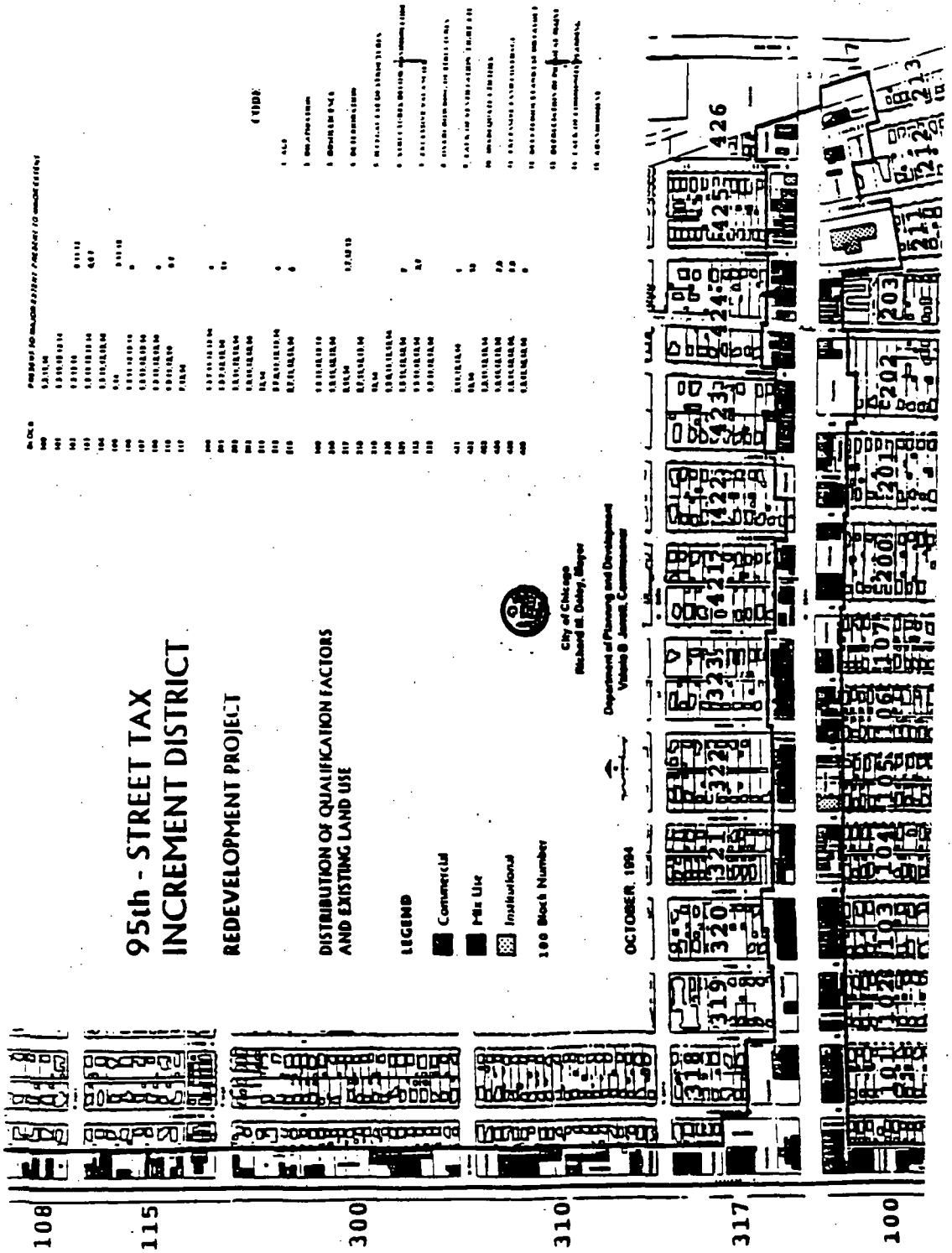
Beginning at the intersection of the center line of West 95th Street and the center line of South Western Avenue: thence northerly along said center line of South Western Avenue to the north lot line extended of Lot 1 of O.Rueber and Co's. Beverly Hills Sub. of the S. 3/8 of the W. 1/2 of the N.W. 1/4 of Sec. 6-37-14; thence easterly along said lot line to the intersection with the center line of the first north-south public alley parallel to and first east of South Western Avenue; thence southerly along said center line of the aforesaid alley to the intersection with the south lot line extended of Lot 15 of said O. Rueber and Co's. subdivision; thence westerly eight feet to the intersection with the east lot line extended of Lot 16 of said O. Rueber and Co's. subdivision; thence southerly along said lot line to the intersection with the center line of West 91st Street in said O. Rueber and Co's. subdivision; thence easterly 3 feet to the intersection with the east lot line extended of Lot 28 in Beverly Hills Blvd. Sub., being a resub. of the N. 22 acres of Geo. H. Chambers Sub. of the W. 1/2 of the S. W. 1/4 of Sec. 6-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 13 in Geo. H. Chambers Sub. of the W. 1/2 of the S. W. 1/4 of Sec. 6-37-14; thence westerly along said lot line 23 feet to the intersection with the east parcel division line of Lot 13 in said Geo. H. Chambers Subdivision; thence southerly 159 feet along said parcel division line to the intersection with the center line of West 92nd Street in said Geo. H. Chambers Subdivision; thence easterly 45 feet along said center line of West 92nd Street to the intersection with the east parcel division line extended of Lot 12 in said Geo. H. Chambers Subdivision; thence southerly along said parcel division line 159 feet to the intersection with the south lot line of Lot 12 in said Geo. H. Chambers Subdivision; thence westerly 13 feet along said lot line to the intersection with the east parcel division line of Lot 11 in Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the north lot line of Lot 9 in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said lot line to the intersection with the east parcel division line of Lot 9 in Geo. H. Subdivision; thence southerly 126 feet to the intersection with the north lot line in Lot 8 of said Geo. H. Chambers Subdivision; thence westerly 15 feet along said lot line to the intersection with the east parcel division line in Lot 7 of said Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the center line extended of West 94th Street in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said center line of West 94th Street to the intersection with the east parcel division line extended of Lot 5 in said Geo. H. Chambers Subdivision; thence southerly 242 feet along said parcel division line to the intersection with the north lot line of Lot 3 in said Geo. H. Chambers Subdivision; thence easterly 151.45 feet along said lot line extended to the intersection with the center line of South Clairmont Street in said Geo. H. Chambers Subdivision; thence southerly along said center line of South Clairmont Street to the intersection with the north lot line extended of Lot 39 in said Geo. H. Chambers Subdivision; thence easterly along said lot line to the intersection with the center line of South Oakley Avenue in said Geo. H. Chambers Subdivision; thence southerly along said center line of South Oakley Avenue to the intersection with the north lot line extended of Lot 41 in said Geo. H. Chambers Subdivision; thence easterly 329 feet along said lot line to the intersection with the center line of South Bell Avenue in said Geo. H. Chambers Subdivision; thence northerly 125 feet along said center line of South Bell Avenue to the intersection with the south line of the north parcel division line extended of Lot 79 in said Geo. H. Chambers Subdivision; thence easterly 121.9 feet along said parcel division line to the intersection with the west lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence northerly 25 feet along said lot line to the intersection with north lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence easterly 208 feet along said lot line to the intersection with the center line of South Leavitt Avenue in said Geo. H. Chambers Subdivision; thence southerly 33 feet along said center line of South Leavitt Avenue to the intersection with the center line

extended of the first east-west public alley parallel to and first north of West 95th Street in Sub. of Blk 36 in Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence easterly along said center line to the intersection with the center line extended of South Hoyne Street in A Sub. of Blk. 37 of Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence northerly 28 feet to the intersection with the center line extended of the first east-west public alley parallel to and first north of West 95th Street in Campbell's Sub. of Blk. 37 of Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence easterly along said center line to the intersection with the center line of South Damen Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 26.49 feet along said center line to the intersection with the north lot line extended of Lot 14 in Plotke & Crosby's Resub. of Blk. 39 in Hilliard & Dobbin's Sub. of Sec. 6-37-14; thence easterly to the intersection with the center line of South Winchester Street in said Hilliard & Dobbin's Subdivision; thence southerly 50 feet along said center line to the intersection with the north parcel division line of Lot 47 in Longwood Sub. of Sec. 6-37-14; thence easterly 160.46 feet along said parcel line to the intersection with the west lot line of Lot 46 in said Longwood Subdivision; thence northerly 50 feet along said lot line to the intersection with the north lot line extended of Lot 46 in said Longwood Subdivision; thence easterly along said lot line extended to the intersection with the center line of South Longwood Drive in said Longwood Subdivision; thence northerly 50.07 feet to the intersection with the north parcel division line of Lot 33 in said Longwood Subdivision; thence easterly along said parcel division line to the intersection with the center line of the CRI&P Railroad right of way in said Longwood Subdivision; thence southerly 10.06 feet to the intersection with the north lot line extended of Lot 22 in Longwood Sub., a sub. of all that part of Sec 6-37-14 lying E. of the center line of Spruce St., S. of the center line of 93rd St., W. of the W line of P.C.& St L. RR right of way and N. of the S. line of S.E. 1/4 of said Sec. 6-37-14; thence easterly along said lot line to the intersection with the center line of South Vanderpoel Street in aforesaid Longwood Subdivision; thence northerly 10 feet along said center line to the intersection with the north parcel division line extended of Lot 12 in said Longwood Subdivision; thence easterly 157.98 feet to the intersection with the east lot line of Lot 9 in said Longwood Subdivision; thence southerly 8 feet along said lot line to the intersection with the center line of the first east-west public alley parallel to and first north of West 95th Street in Joseph B. Fleming's Sub. of the S. 1/2 of Lot 9 and all of Lot 10 in Longwood Sub; thence easterly along said center line to the intersection with the center line of South Charles Street in aforesaid Longwood Subdivision; thence northerly 66 feet along said center line of South Charles Street to the intersection with the north lot line extended of Lot 2 in said Longwood Subdivision; thence easterly 138.6 feet to the intersection with the West line of the Penna. Railroad right of way; thence southerly along said line to the intersection with the center line of West 95th Street in said Longwood Subdivision; thence easterly along said center line of West 95th Street to the intersection with the east lot line extended of Outlot B in Beverly Pointe, a sub. in N.E. 1/4 of Sec. 7, the N.W. 1/4 and the S.W. 1/4 of Sec. 8-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 90 in said Beverly Pointe subdivision; thence westerly 106.22 feet to the intersection with the west lot line of Outlot B in said Beverly Pointe Subdivision; thence southerly along said lot line to the intersection with the north lot line of Lot 1 in Howard Oviatt's sub. of Lots 1 to 17 incl. Lots 25, 26, 29 and 30 of Blk. 5 and lots 15,16,18,19, and 28 of Blk 3 in Hilliard and Dobbin's 1st Add. to Washington Heights of Sec. 8-37-14; thence westerly 140 feet along said lot line extended to the intersection with the center line of South Charles Street in said Howard Oviatt's subdivision; thence northerly 43 feet along said center line of South Charles Street to the intersection with the south lot line extended of Lot 45 in Hilliard and Dobbin's 1st Add. to Washington Heights being a sub. of the E. 1/2 of the N.E. 1/4 of Sec 7 and the N.W. 1/4 of Sec. 8-37-14; thence westerly 139 feet to the intersection with the east lot line of Lot 50 in said Hilliard and Dobbin's subdivision; thence northerly 100 feet to the intersection with the south lot line of Lot 49 in said Hilliard and Dobbin's subdivision; thence westerly 188 feet along said lot line extended to the intersection with the center line of South Prospect Avenue in said Hilliard and Dobbin's subdivision; thence northerly 10 feet along said center line of South Prospect Avenue to the intersection with the south lot line extended to Lot 6 in said Hilliard and Dobbin's subdivision; thence westerly 112.23 feet to the intersection with the east lot line of Lot 12 in O'Neill's Sub. of Lot 3 & Lot 2 (except that part for School lot) in Blk 6 of Hilliard and Dobbin's Sub of Sec 8-37-14; thence southerly 165.48 feet to the intersection with the south lot line of Lot 10 in said O'Neill's Subdivision; thence westerly 155.42 feet along said lot line to the intersection with the center line of South

Vanderpoel Street in said O'Niell's Subdivision: thence northerly along said center line of So Vanderpoel Street to the intersection with the center line extended of the first east-west public a parallel to and first south of West 95th Street in Howe's Sub. at Longwood of Lots 110 to 113 i of Blk. 6 in Hilliard and Dobbin's 1st Add. to Washington Heights of Sec. 8-37-14; thence west along said center line to the intersection with 'the center line of the C.R.I.& P Railroad right of wa said Howe's Subdivision: thence southerly 15.75 feet to the intersection with the south lot l extended of Lot 3 in Dore's Sub. of the W. 1/2 of the N.E. 1/4 of Sec. 7-37-14; thence westerly alc said lot line to the intersection with the east lot line of Lot 9 in Sub. of lots 21.22.23. & 24 in Blk in Dore's Sub. of Sec. 7-37-14; thence southerly 50 feet to the intersection with the south lot line Lot 9 in said Dore's Subdivision: thence westerly 165 feet along said lot line extended to t intersection with the center line of South Longwood Drive in said Dore's Subdivision: thence northe 50 feet to the intersection with the south lot line extended of Lot 3 in said Dore's Subdivision: ther westerly along said lot line to the intersection with the center line of South Damen Avenue in s Dore's Subdivision; thence northerly 8 feet to the intersection with the first east-west public alley fi south and parallel to West 95th Street in said Dore's Subdivision: thence westerly along the center li extended of said alley to the center line of South Leavitt Street in John Bain's Resub. of part of Fer Ridge of Sec. 7-37-14; thence northerly 3 feet along said center line of South Leavitt Avenue to t intersection with the first east-west public alley parallel to and first south of West 95th Street Highland Add. to Longwood. being a resub. of Calumet Highlands of Sec. 7-37-14; thence weste along said center line extended of said alley to the intersection with the center line of the first nor south public alley parallel to and first east of South Western Avenue in said Highland Addition: then southerly along said alley center line extended to the intersection with the center line of West 9 Street in said Highland Addition: thence westerly along said center line of West 98th Street to t intersection with the center line of South Western Avenue in said Highland Addition; thence northe along said center line of South Western Avenue to the point of the beginning.

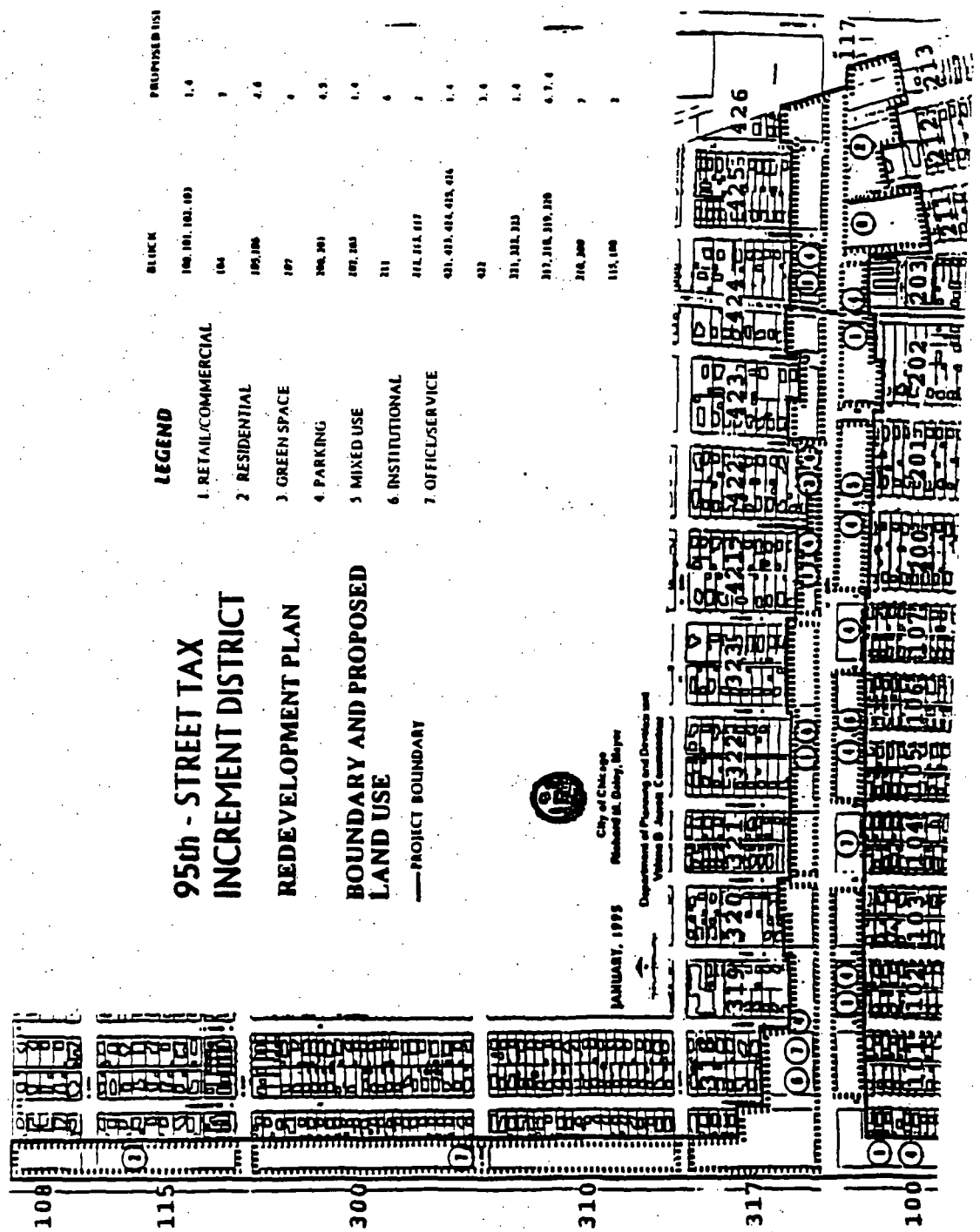
Appendix 3.
(To 95th And Western Redevelopment Plan)

Distribution Of Qualification Factors And Existing Land-Use.



Appendix 4.
(To 95th And Western Redevelopment Plan)

Boundary And Proposed Land-Use Map.



Appendix 5.
(To 95th And Western Redevelopment Plan)

Estimated Redevelopment Project Costs.

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

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

Appendix 6.
(To 95th And Western Redevelopment Plan)

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

25-06-106	$ 211,219.00
25-06-115	712,740.00
25-06-300	1,007,234.00
25-06-310	854,403.00
25-06-317	1,841,464.00
25-06-318	484,335.00
25-06-319	281,252.00
25-06-320	512,340.00
25-06-321	391,091.00
25-06-322	550,882.00
25-06-323	825,809.00
25-06-421	359,212.00
25-06-422	22,574.00
25-06-423	436,245.00
25-06-424	453,357.00
25-06-425	253,249.00
25-06-426	300,974.00
25-07-100	1,422,713.00
25-07-101	554,293.00
25-07-102	409,360.00
25-07-103	517,170.00
25-07-104	374,719.00
25-07-105	31,299.00
25-07-106	363,163.00
25-07-107	244,305.00
25-07-200	648,431.00
25-07-201	531,450.00
25-07-202	150,277.00
25-07-203	350,219.00
25-07-211	-
25-07-212	339,776.00
25-07-213	-
25-08-117	22,499.00
TOTAL	$15,437,154.00

Appendix 7.
(To 95th And Western Redevelopment Plan)

Building Permit Summary
1985 – 1994.

Year	New Constructions Additions	Alterations Repairs	Total
1985	$ 20,000	$ 104,321	$ 124,321
1986	$ 105,247	$ 29,800	$ 135,047
1987	$ 690,000	$ 92,950	$ 782,950
1988	$ -	$ 431,500	$ 431,500
1989	$ 212,000	$ 51,600	$ 263,600
1990	$ 17,850	$ -	$ 17,850
1991	$ 226,400	$ -	$ 226,400
1992	$ 100,000	$ 204,500	$ 304,500
1993	$ 233,900	$ -	$ 233,900
1994	$ 7,200	$ 499,762	$ 506,962
Total	$ 1,612,597	$ 1,414,433	$ 3,027,030

Dollar Value of Permit	Number for New Construction Additions	Number for Alteration Repair	Total Number of Permits	Total Value of Permits	Percent of Total Permit Value	Cumulative Percent of Permit Value
$0–999	1	5	6	$ 3,600	0.12%	0.12%
$1,000–9999	2	21	23	$ 85,397	2.83%	2.95%
$10,000–24,999	2	9	11	$ 157,800	5.23%	8.19%
$25,000–49,999	-	15	15	$ 527,500	17.50%	25.68%
$50,000–99,999	1	9	10	$ 599,500	19.89%	45.57%
$100,000–199,999	1	0	1	$ 100,000	3.32%	48.89%
$200,000–349,999	2	2	4	$ 1,191,012	39.51%	88.39%
$350,000–499,999	1	0	1	$ 350,000	11.61%	100.00%
Total	10	61	71	$ 3,014,809		

Building Permit Summary
Distribution of Permitted Expenditures
For the Period of 1985-1994

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

Appendix 8.
(To 95th And Western Redevelopment Plan)

Area Property Valuation Trends
1983 -- 1993.

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

Appendix 9.
(To 95th And Western Redevelopment Plan)

Area Sales Tax Trends
1985 -- 1990.

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

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

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

Indexing the trends in sales tax collections indicate:

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

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

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

Appendix 10.
(To 95th And Western Redevelopment Plan)

Developer's Letters Of Interest If T.I.F. Is Adopted.

April 17, 1995

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

Dear Commissioner:

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

The property on the southeast corner of 95th and Western was built in the early 1950's, and over the years has become aesthetically unattractive and non-functional. It is one of the premier corners of the area, and for several years we have entertained the idea of redeveloping the block along 95th Street (from Claremont to Western, and up Western to 98th). Several plans have been drawn to plan the improvement of that corner, but with the cost of construction in the limited space (because of the depths of the lots) it becomes a very tough deal. Convenient parking is essential, as well as costly, on a small site.

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

Our commitment to the Beverly Neighborhood over many years is well known, and we have continued to build new projects to enhance the quality of life in this community. Your support of the proposed TIF ordinance would be of great benefit in strengthening our community, as well as encouraging economical development in the great City of Chicago.

Sincerely,

KOLL

Vincent J. Gavin
General Manager

VJG:jm

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

WIENKE COMMERCIAL PROPERTIES

April 14, 1995

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

Dear Lois:

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

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

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

Yours truly,

Raymond M. Wienke
RMW/lwmr

MSL17:\95thWest\escrow.dr1

Escrow Account No. _____

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Escrow Agreement"), dated as of_____, 199__, is made and executed by the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), the undersigned developer (the "Owner"), the undersigned escrow agent (the "Escrow Agent") and the undersigned lender (the "Lender"), all as more particularly described on Exhibit A hereto. The City and the Lender are referred to herein collectively as the "Funders."

Preliminary Statement

The City has made a certain grant to the Owner (the "Grant") pursuant to that certain Redevelopment Agreement (herein as amended, supplemented and restated from time to time, the "Redevelopment Agreement") with the Owner, dated as of the date hereof. The Lender has made a certain loan to the Owner (the "Loan") pursuant to the loan documents (herein as amended, supplemented and restated from time to time, the "Loan Agreement"). The Redevelopment Agreement and the Loan Agreement are referred to herein collectively as the "Agreements." The Loan is secured by a mortgage (the "Mortgage") covering the land and improvements described therein. The title company identified on Exhibit A hereto (the "Title Company") has issued (or has issued its commitment to issue) an ALTA Mortgagee's Title Insurance Policy with respect to the Mortgage, referred to herein as the "Policy."

The Funders and the Owner desire to utilize the staff and expertise of the Escrow Agent to collect, review and approve lien waivers, and disburse the Escrowed Proceeds (as hereinafter defined), subject to the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

I. Creation of and Deposits to Escrow Account.

A. Escrow Account. There is hereby created with the Escrow Agent an escrow account (the "Escrow Account"), into which all funds shall be deposited hereunder in the amounts set forth in Part I of Exhibit B hereto (the "Escrowed Proceeds"). The Escrow Agent will provide, upon written request, any information regarding the disbursement of funds from the Escrow Account, including but

Funds (as defined in the Redevelopment Agreement), the Equity (as hereinafter defined) and the Loan.

B. Owner's Deposits. Over the term of this Escrow Agreement, the Owner will deposit into the Escrow Account the total amount set forth as Equity on Part I of Exhibit B hereto (the "Equity"), and any additional amounts that may be required pursuant to the Redevelopment Agreement, at such times as may be required pursuant to this Escrow Agreement or the Redevelopment Agreement.

C. Funder Deposits. Over the term of this Escrow Agreement, the Funders will deposit into the Escrow Account the total amounts set forth for each such Funder respectively on Part I of Exhibit B hereto (being the proceeds of such Funder's Loan or Grant), all at intervals and installments to be determined pursuant to this Escrow Agreement and the respective Agreements. At the time of each request for a disbursement to be funded from the proceeds of a Loan or Grant hereunder, such Funder shall make a deposit with the Escrow Agent of all or a portion of the proceeds of its respective Loan or Grant, in immediately available funds, in the amount approved by each Funder pursuant to such request for disbursement as provided in Section IV hereof, provided, however, that (i) no event shall have occurred which is or, with the passage of time or the giving of notice or both, would become an event of default under any of the Agreements, and (ii) each condition set forth in Section IV, as applicable, shall have been satisfied. If at any time during the course of construction or rehabilitation, as applicable, the total of the unpaid disclosed cost of such construction or rehabilitation as indicated by the column totals on the Owner's Statements (as hereinafter defined) exceeds the amount of the undisbursed Escrowed Proceeds, the City shall not be required to make a disbursement hereunder until the Owner has deposited in the Escrow Account either (a) the sum necessary to make the available funds equal to the unpaid disclosed cost of construction or rehabilitation, as applicable, or (b) a letter in form acceptable to the City, from a financial institution, stating that such financial institution has entered into a loan agreement with the Owner pursuant to which it will fund the amount of such shortfall through this Escrow Agreement prior to the final disbursement of funds hereunder. If any Funder shall, pursuant to a disbursement request, deposit with the Escrow Agent funds in an amount greater than the amount requested from such Funder, the Escrow Agent shall promptly transfer the amount of such excess back to such Funder.

II. Allocation of Costs with Respect to Sources of Funds.

Deposits to the Escrow Account by the Owner and Funders and allocations of costs with respect to sources of funds shall be made pursuant to the terms set forth in Section 4.03(d) of the Redevelopment Agreement (which is hereby incorporated herein by reference as if fully set forth herein), with the Owner and Funders

and not the Escrow Agent ensuring that (1) City Funds are disbursed exclusively to pay costs described on Exhibit C hereto as eligible costs (for TIF-Funded Improvements as defined in the Redevelopment Agreement) (the "Eligible Costs") and not used to pay costs described on Exhibit C hereto as ineligible costs (for items other than TIF-Funded Improvements as defined in the Redevelopment Agreement) (the "Ineligible Costs") and (2) the proportion of the aggregate amount of funds disbursed from the Loan (whether for Eligible Costs or Ineligible Costs) to the aggregate amount of funds disbursed from City Funds shall be not less than [3.00 to 1.00].

III. Manner of Disbursement. Disbursements from the Escrow Account are to be made as follows, pursuant to each draw request approved pursuant to Section IV hereof:

A. By checks to each subcontractor evidencing payment due for labor and/or materials furnished for the Project (as defined in the Redevelopment Agreement);

B. To the undersigned general contractor (the "General Contractor") for general requirements, builder's overhead (and for builder's profit, when applicable) and for labor and/or materials furnished directly by the General Contractor for the Project, approved by the Funders pursuant to such disbursement request;

C. To the General Contractor for labor and/or materials furnished by subcontractors when such items have been paid directly by the General Contractor, and when substantiated by a payment affidavit and lien waiver from the subcontractor; and/or

D. To the Owner and/or other parties as approved by the Owner and the Funders for non-construction items.

E. Reallocation among line items in an amount not to exceed $25,000 each, or $100,000 in the aggregate, shall be permitted.

For purposes of this Escrow Agreement, the term "subcontractor" shall include all mechanics and materialmen furnishing services, labor, materials and supplies to the Project.

IV. Conditions Precedent to Disbursements.

NOTWITHSTANDING ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER IF ANY FUNDER HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY TELECOPY NOT TO DO SO. IF THE ESCROW AGENT SHALL HAVE RECEIVED SUCH A NOTICE FROM ANY FUNDER, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER (a) EXCEPT AS PROVIDED IN SECTION V(G) HEREOF OR (b) UNLESS AND UNTIL ALL FUNDERS SHALL HAVE JOINTLY

NOTIFIED THE ESCROW AGENT IN WRITING TO DO SO.

A. All Disbursements: The conditions precedent for all disbursements, including the first and final disbursement, are as follows:

1. Prior to each disbursement of funds hereunder, the following shall be furnished to the Escrow Agent (and such other party as may be specified):

a. If City Funds are to pay part or all of the expenses of the requested disbursement, the following shall be furnished to the City and the Escrow Agent:

(i) A Request for TIF Payment substantially in the form attached hereto as Exhibit D ("Request for TIF Payment") completed by the General Contractor (for construction costs) or the Owner (for non-construction costs or reimbursement of Owner's payment for construction costs, if applicable), as applicable, specifying the amount of the requested payment and the line item under which such payment is authorized and to be paid, in accordance with the schedule of Eligible Costs and Ineligible Costs attached hereto as Exhibit C;

(ii) To the extent that reimbursement is sought for construction costs, a certificate in the form attached hereto as Exhibit E from the person or entity shown on Exhibit E ("Inspector/Architect"); to the extent that disbursement is sought for soft costs or work not typically overseen by an architect, an affidavit from the construction department of Owner certifying that the work corresponds to the request for payment and that payment as shown on the Owner's Statement is due and owing;

b. A sworn owner's statement (the "Owner's Statement") disclosing all contractors, material suppliers and suppliers of services related to the Project, their respective addresses, work, materials or services to be furnished, amounts of contracts, amounts paid to date, amounts of current payments and balances due, which Owner's Statement shall be substantially similar to the Project Budget as defined in and attached to the Redevelopment Agreement (taking into account any

approved Change Orders as defined in the Redevelopment Agreement), and which shall be annotated to indicate which expenditures are expected to be paid out of City Funds, Equity or the Loan, respectively;

c. A sworn General Contractor's statement setting forth in detail all contractors and material suppliers with whom the General Contractor has contracted for the Project, their respective addresses, work or materials to be furnished, amounts of contracts, amounts paid to date, amounts of current payments and balances due (the "Contractor's Statement"), together with the partial waiver of the General Contractor in the amount of the draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed thereon;

d. An approval of the current condition of title shown in each Policy, from each Funder holding (or to receive) a Policy. When, after the first disbursement, a further title search reveals a subsequently arising exception over which the Title Company is unwilling to insure, the Escrow Agent will notify the Funders and discontinue disbursement until the exception has been disposed of to the satisfaction of all Funders; (provided, however, that a mechanic's lien claim over which the Title Company is required to insure hereunder shall not warrant a discontinuance of disbursement);

e. Other statements, invoices, waivers, affidavits, supporting waivers and releases of lien from such persons and in such form as may be required by the Escrow Agent, the City Comptroller or the City's Department of Planning and Development ("DPD") for the purpose of releasing and waiving any and all rights to file mechanic's lien claims against the property for those amounts and the work or materials which they represent, or, alternatively, the Owner may enter into such indemnification arrangement with the Escrow Agent as required by the Escrow Agent to underwrite the requested coverage and issue the said required policy;

f. The Equity due as of the date of the requested disbursement from the Owner, if any, shall be deposited into the Escrow Account and the Escrow

Account shall contain sufficient funds, in the aggregate, consisting of Equity, the proceeds of the Loan and/or the City Funds, to cover the amount of the requested disbursement; and

g. A written approval by the Owner and the Funders of each requested disbursement and a request that the disbursement be made; approval on behalf of the City shall be given by any one of the following officials of DPD: its Commissioner, any Deputy Commissioner or Assistant Commissioner and shall be evidenced by the City's written approval as set forth on the Request for TIF Payment.

2. The Title Company shall be in a position to issue a mechanics' lien and pending disbursement endorsement to each Funder's Policy, if any, in form and substance satisfactory to such Funder (the "Endorsement"). The amount shown in such Endorsement shall be the amount of the total disbursement(s) made by such Funder to date, and the effective date thereof shall be the date such Funder's funds are deposited into the Escrow Account.

B. First Disbursement. Prior to the first disbursement of funds hereunder, and in addition to the requirements set forth above for all disbursements, the following shall be furnished:

1. Where applicable, the Title Company shall have furnished to each Funder Policies covering the recording of each Funder's Mortgage, as applicable, and the Redevelopment Agreement and showing each Funder as the insured under its respective Policy, if any.

C. Final Disbursement. Prior to the final disbursement of funds hereunder, and in addition to the requirements set forth above for all disbursements, the following shall be furnished to the Escrow Agent:

1. A Certificate of Completion in recordable form issued by the City pursuant to Section 7.01 of the Redevelopment Agreement;

2. A Certificate of Occupancy issued by the City of Chicago, Department of Buildings with respect to any buildings situated on the property and constructed or rehabilitated pursuant to the Redevelopment Agreement;

3. As "as built" survey; and

4. Upon completion of the Project, the Owner shall promptly submit written notice thereof to the Escrow Agent and each Funder and shall cause the Title Company to issue a final

Endorsement to each Funder's Policy, if any.

V. Escrow Agent. It is understood by the parties hereto and by the General Contractor, who executed this Escrow Agreement to evidence its understanding and not as a party hereto, that the following provisions govern the duties of the Escrow Agent hereunder:

A. The Funders, and not the Escrow Agent, are responsible for determining the amount of each Funder's deposit requirement for each disbursement. Such amounts and each Funder's agreement thereto shall be evidenced by the written request for disbursement signed by the Owner and each Funder, and the Escrow Agent is entitled to rely thereon, without further inquiry;

B. The Escrow Agent may, at its discretion, take whatever steps the Escrow Agent may deem necessary to verify the accuracy of any sworn statement required hereunder;

C. If at any time the Escrow Agent shall discover a misstatement of a material fact in any request or other notice from the Owner, it shall promptly give notice of such discovery to each Funder and shall thereafter not disburse funds from the Escrow Account until such misstatements shall have been corrected to the satisfaction of each Funder, except as directed pursuant to the joint direction of all Funders;

D. The Escrow Agent will not accept any blanket lien waivers by the General Contractor as to labor performed and/or materials furnished by others. The Escrow Agent will not accept any blanket waiver pre-signed by any subcontractor;

E. While the subcontractors and any suppliers of labor and materials listed on sworn statements are not parties to this Escrow Agreement and have no standing hereunder, the Escrow Agent is authorized to furnish to those persons information which the Escrow Agent may deem appropriate with regard to the times at which disbursements might be made to them, and what conditions remain unsatisfied when the Escrow Agent is not in a position to disburse;

F. Any requirement or undertaking herein notwithstanding, there is no obligation assumed by the Escrow Agent for insuring that sufficient funds will be available to pay all costs incurred in completing the Project, or that the Project will be completed. Except with respect to funds for which the Escrow Agent shall have received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it hereunder. All income, if any, derived from any use which the Escrow Agent may make of any deposits hereunder shall belong to the respective depositors;

G. Upon receipt of written notice to the Escrow Agent from any Funder, the Escrow Agent shall transfer to such Funder all amounts previously disbursed by such Funder into the Escrow Account that remain in the Escrow Account;

H. After payment by the Escrow Agent of the final disbursement hereunder, the Escrow Agent shall disburse any funds then remaining in the Escrow Account to the respective depositor, except that any Equity remaining shall be disbursed only pursuant to the joint direction of all Funders;

I. The Escrow Agent's charges for the services performed and title insurance protection furnished hereunder are the responsibility of the Owner and are to be paid from funds deposited herein, and the Escrow Agent reserves the right to suspend further processing of funds in the Escrow Account until this is done or other arrangements satisfactory to the Escrow Agent have been made; and

J. It is understood by the parties hereto that the requirements listed in this Section V are solely for the Escrow Agent's benefit to assist the Escrow Agent in fulfilling its obligations hereunder.

VI. General.

A. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth on Exhibit F hereto, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day (as defined below) immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail. "Business Day" as used herein shall mean a day on which banks in the City of Chicago are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State of Illinois or any ordinance or resolution of the City of Chicago.

B. No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part hereof, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

C. No official, officer or employee of the City shall be personally liable to the Owner or any successor in interest in the event of any default or breach of this Escrow Agreement by the City or for any amount which may become due to the Owner or any successor in interest, or on any obligation under the terms of this Escrow Agreement.

D. The Escrow Agent, the Funders and the Owner agree that this Escrow Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than the Escrow Agent, the Funders and the Owner, as a third party beneficiary or otherwise, under any theory of law.

E. If any provision of this Escrow Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Escrow Agreement shall be construed as if such invalid part were never included herein and this Escrow Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

F. This Escrow Agreement shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles.

G. This Escrow Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first written above.

CITY OF CHICAGO, ILLINOIS

By: _____
Its: _____ Commissioner,
Department of Planning and Development

[INSERT NAME OF Owner],

By: _____
Its: _____

[INSERT NAME OF LENDER]

By: _____
Its: _____

[INSERT NAME OF ESCROW AGENT]

By: _____
Its: _____

ACCEPTED:
[INSERT NAME OF GENERAL CONTRACTOR],
a _____ corporation

By: _____
Its: _____

(Sub)Exhibit "A".
(To Escrow Agreement)

A. PARTIES

1. [Insert Name of Owner], an Illinois [limited partnership, limited liability company, corporation or not-for-profit corporation], referred to herein as the "Owner", having an address at _____, Chicago, Illinois 606__; Attention: _____.

2. [Insert Name of Lender, if any], a [national banking association], referred to herein as the "Lender", having an address at _____, Chicago, Illinois 606__; Attention: _____.

3. City of Chicago, Illinois having an address at its Department of Planning and Development, City of Chicago, 121 North LaSalle Street, Chicago, Illinois 60604, Attention: Commissioner.

4. [Insert name of Escrow Agent], an [Illinois] corporation, referred to herein as the "Escrow Agent", having an address at _____, Chicago, Illinois 606__; Attention: _____.

B. [Insert name of Title Company]

(Sub)Exhibit "B".
(To Escrow Agreement)

Funding Of The Escrow Account.

I. Total amount to be disbursed into the Escrow Account over the term of the Escrow Agreement (total amount of each loan or grant less approved prior expenditures):

Equity:	$_____
Less approved prior expenditures:	$_____
Total Escrowed Equity:	$_____
City Funds:	$_____
Less amounts disbursed on the date hereof but not through the Escrow Account:	$_____
Total Escrowed City Funds:	$_____
Loan:	$_____
Less amounts disbursed on the date hereof but not through the Escrow Account:	$_____
Total Escrowed Loan:	$_____
TOTAL ESCROWED PROCEEDS:	$_____

II. Amounts disbursed into and out of the Escrow Account on the date hereof, if any:

Equity:	$_____
City Funds:	$_____
Loan:	$_____
TOTAL:	$_____

(Sub)Exhibit "C".
(To Escrow Agreement)

Eligible And Ineligible Costs.

Eligible Costs (for TIF-Funded Improvements)

Item	Amount

Ineligible Costs

Item	Amount

(Sub)Exhibit "D-1".
(To Escrow Agreement)

Request For T.I.F. Payment.
(Construction Costs)

Date of request:_____, 19__

_____, an _____ corporation (the "General Contractor"), as general contractor for the construction or rehabilitation of certain TIF-Funded Improvements (as defined in the Redevelopment Agreement) on certain property owned by _____, a _____ corporation (the "Owner"), does hereby request that payments be made by the City of Chicago (the "City") for certain improvements made in accordance with the Redevelopment Agreement dated _____, 1994 by and between the City and the Owner and the Escrow Agreement between the City, the Owner, certain Lender(s), the Escrow Agent and the General Contractor dated _____, 1994 (the "Escrow"). Terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Escrow.

Attached hereto is an executed original Certificate of the Inspector/Architect certifying that the work for which this request is made was completed in accordance with the Scope Drawings approved by the City of Chicago.

Payment is requested in the amount of $_____ for the line items set forth on the signed photocopy of the Contractor's Sworn Statement attached hereto dated _____, 199_, all of which line items are identified on Exhibit C to the Escrow Agreement as Eligible Costs.

Date of request: _____, 199__

_____, **Inc.** [General contractor]

By: _____
Its: _____

Approved this ____ day of _____, 199_

CITY OF CHICAGO

By:_____
Its:_____

(Sub)Exhibit "D-2".
(To Escrow Agreement)

Request For T.I.F. Payment.
(Non Construction Costs Or Reimbursement Of Owner's Payment Of Construction Costs)

_____, a _____ corporation (the "Owner"), does hereby request that payments be made by the City of Chicago (the "City") for certain improvements in accordance with the Redevelopment Agreement dated _____, 1994 by and between the City and the Owner and the Escrow Agreement between the City, the Owner, certain Lender(s), the Escrow Agent and the General Contractor dated _____, 1994 (the "Escrow"). Terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Escrow.

The undersigned hereby certifies that the work for which this request is made was completed and no mechanics' liens or other liens of any kind have been or will be filed by any person with respect thereto.

Payment is requested in the amount of $_____ for the following line items identified on Exhibit C to the Escrow Agreement as Eligible Costs:

LINE ITEM		AMOUNT REQUESTED	BALANCE AFTER REQUESTED PAYMENT
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

REQUEST FOR TIF PAYMENT: continued

Date of request: _____, 199__

_____, **Inc.** [Owner]

By: _____
Its: _____

Approved this ____ day of
_____, 199_

CITY OF CHICAGO

By:_____
Its:_____

(Sub)Exhibit "E".
(To Escrow Agreement)

Inspector/Architect Certificate.

_____, the Inspector/Architect for the construction and/or rehabilitation of the facility of _____ (the "Company") located at _____, Chicago, Illinois, pursuant to [insert Escrow Agent's name] ("Escrow Agent") Escrow No. _____ (the "Escrow"), does hereby certify and approve to the Escrow Agent, the City of Chicago (the City") and the Company as follows:

A. The work covered by draw request number _____ dated _____, 1994 has been completed and materials are in place in substantial conformity with the "Scope Drawings" (as such term is defined in the Redevelopment Agreement (the "Agreement") dated March ___, 1994 by and between the Company and the City), any and all permits that are required for said work have been obtained and all work completed is in accordance therewith.

B. The work covered by the above-referenced draw request totals $_____ for the line items set forth on the Contractor's Sworn Statement attached hereto dated _____, 199_.

C. Total Project (as defined in the Redevelopment Agreement) expenditures to date are $_____, composed of payments of City Funds totaling $_____ and payments of Equity and/or Lender Financing (as defined in the Redevelopment Agreement) totaling $_____.

D. City Funds have not been disbursed to pay for costs other than the Eligible Costs as set forth on Exhibit C to the Escrow.

_____

By: _____
Its: _____

(Sub)Exhibit "F".
(To Escrow Agreement)

Addresses Of Parties For Notice.

IF TO THE CITY:	As set forth on Exhibit A hereto, with copies to: Office of the Corporation Counsel City of Chicago 121 North LaSalle Street, Room 511 Chicago, Illinois 60602 Attention: Finance and Economic Development Division
IF TO THE Owner:	As set forth on Exhibit A hereto, with copies to: Chicago, Illinois 606__
IF TO THE LENDER:	As set forth on Exhibit A hereto, with copies to: Chicago, Illinois 606__
IF TO THE ESCROW AGENT:	As set forth on Exhibit A hereto.

[Exhibit "A" referred to in these Addresses of Parties for Notice unavailable at time of printing.]

(Sub)Exhibit "G".
(To 95th And Western Redevelopment Agreement)

Permitted Liens.

[To Be Reviewed and Approved by DPD and Corporation Counsel]

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. All mortgages or deeds of trust with respect to the Property that the Developer may elect to execute and record or permit to be recorded against the Property or any portion thereof after the date of the issuance of the Certificate, if the mortgagee accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof.

3. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: [To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H".
(To 95th And Western Redevelopment Agreement)

Project Budget.

Beverly, IL

Developer Dalan Jupiter — Date of Request: 2/10/97 ~~2/6/97~~
Request Number: 1
Cost Plus — Square Footage: 25,000

Cat No.	Category	Budget Amount	Change Orders	Adjusted Budget	Previous Draws	Current Draw	Total to Date	Balance to Complete
Included Items:								
1	Land	1,855,000.00	0.00	1,855,000.00	0.00	0.00	0.00	1,855,000.00
2	Site Work	385,000.00	0.00	385,000.00	0.00	0.00	0.00	385,000.00
3	Site - A & E	45,700.00	0.00	45,700.00	0.00	0.00	0.00	45,700.00
4	Demolition	200,000.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00
5	Building Shell	1,215,000.00	0.00	1,215,000.00	0.00	0.00	0.00	1,215,000.00
6	Shell - A & E	65,000.00	0.00	65,000.00	0.00	0.00	0.00	65,000.00
7	T/I - Borders	1,053,000.00	0.00	1,053,000.00	0.00	0.00	0.00	1,053,000.00
8	T/I - A & E	60,000.00	0.00	60,000.00	0.00	0.00	0.00	60,000.00
9	T/I - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Entitlement/Due Diligence	45,000.00	0.00	45,000.00	0.00	0.00	0.00	45,000.00
11	Legal - Landlord	135,000.00	0.00	135,000.00	0.00	0.00	0.00	135,000.00
12	Broker Fee	75,000.00	0.00	75,000.00	0.00	0.00	0.00	75,000.00
13	Construction Interest	167,712.43	0.00	167,712.43	0.00	0.00	0.00	167,712.43
14	Construction Taxes	77,000.00	0.00	77,000.00	0.00	0.00	0.00	77,000.00
15	Legal - Borders	40,000.00	0.00	40,000.00	0.00	0.00	0.00	40,000.00
16	Closing, Title, Transfer	37,000.00	0.00	37,000.00	0.00	0.00	0.00	37,000.00
17	Insurance - Borders	5,000.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00
	Sub Total	5,460,412.43	0.00	5,460,412.43	0.00	0.00	0.00	5,460,412.43
Excluded Items:								
18	Dev. - Other	80,000.00	0.00	80,000.00	0.00	0.00	0.00	80,000.00
19	Ground Lease Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	T/I - Borders	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	Developer's Fee	382,228.87	0.00	382,228.87	0.00	0.00	0.00	382,228.87
	Sub Total	462,228.87	0.00	462,228.87	0.00	0.00	0.00	462,228.87
	Project Total	5,922,641.30	0.00	5,922,641.30	0.00	0.00	0.00	5,922,641.30
	Less City contribution	(1,600,000.00)						
	Adjusted Project total	4,322,641.30						
	Equity	216,132.07	0.00	296,132.07	0.00	0.00	0.00	296,132.07
	Project Loan	4,106,509.24	0.00	5,626,509.24	0.00	0.00	0.00	5,626,509.24

Prepared by T Yackle on 2/10/97 at 2:10 PM DRAW_1.XLS

(Sub)Exhibit "I".
(To 95th And Western Redevelopment Agreement)

Approved Prior Expenditures.

LINE ITEM	NAME OF FIRM	CONTRACT PRICE	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE
Total:		$	$	$	$

(Sub)Exhibit "J".
(To 95th And Western Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To be retyped on the Developer's Counsel's letterhead].

_____, 1997

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an Illinois corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Project Area Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

(b) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the

authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of [Lender].

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be relied upon by any other person.

Very truly yours,

_____

By: _____
Name: _____

[Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "K".
(To 95th And Western Redevelopment Agreement)

95th And Western T.I.F.

BORDERS DEVELOPMENT (95TH AND WESTERN TIF)

EXHIBIT K

YEAR	ASSESSED VALUE	ESTIMATED MULIIPLIER	EQUALIZED ASS. VALUE	TAX RATE	TOTAL TAXES
1997	$240,301	2.1240	$510,400	9.2000%	$46,957
1998	$240,301	2.1240	$510,400	9.2000%	$46,957
1999	$628,995	2.1240	$1,335,985	9.2000%	$122,911
2000	$644,116	2.1240	$1,368,103	9.2000%	$125,865
2001	$644,116	2.1240	$1,368,103	9.2000%	$125,865
2002	$644,116	2.1240	$1,368,103	9.2000%	$125,865
2003	$683,541	2.1240	$1,451,841	9.2000%	$133,569
2004	$683,541	2.1240	$1,451,841	9.2000%	$133,569
2005	$683,541	2.1240	$1,451,841	9.2000%	$133,569
2006	$725,379	2.1240	$1,540,706	9.2000%	$141,745
2007	$725,379	2.1240	$1,540,706	9.2000%	$141,745
2008	$725,379	2.1240	$1,540,706	9.2000%	$141,745
2009	$769,778	2.1240	$1,635,009	9.2000%	$150,421
2010	$769,778	2.1240	$1,635,009	9.2000%	$150,421
2011	$769,778	2.1240	$1,635,009	9.2000%	$150,421
2012	$816,895	2.1240	$1,735,085	9.2000%	$159,628

(Sub)Exhibit "L".
(To 95th And Western Redevelopment Agreement)

Request For Payment Form.

State of Illinois)
) SS
COUNTY OF COOK)

The affiant, _____, _____ of DB Beverly, L.L.C., an Illinois limited liability company (the "Developer"), being duly sworn on oath deposes and says that the Developer is the owner of the Property as defined in that certain 95th and Western Redevelopment Project Area Redevelopment Agreement between the Developer and the City of Chicago dated _____, 1997 (the "Agreement") and that:

A. This paragraph A sets forth and is a true and complete statement of all expenditures for the Project to date:

[Description] $_____

Total $_____

27.01% of the Total is equal to $_____

B. The work paid for by the expenditures described in paragraph A has been completed.

C. This paragraph C sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

D. The Developer requests reimbursement for the following Cost of TIF-Funded Improvements:

$_____

E. None of the costs referenced in paragraph D above have been previously reimbursed by the City.

F. Attached are the following documents:

1. a certification as to the status of job creation in accordance with Section 8.06 of the Agreement; and

2. a report for the year ended _____, 199__ detailing compliance with Section 10.03 of the Agreement.

G. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein.

2. The Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens.

3. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

DB Beverly, L.L.C.,
an Illinois limited liability company

By:_____
Name
Title:_____

Subscribed and sworn before me this ___ day of _____ 199___.

_____
My commission expires:_____

Agreed and accepted:

_____
Name
Title:_____
City of Chicago
Department of Planning and Development]

(Sub)Exhibit "M".
(To 95th And Western Redevelopment Agreement)

Permitted Uses.

Antique shops
Art and school supply stores
Art galleries, but not including auction rooms
Banks and financial institutions
Bicycle sales, rental and repair stores, when such bicycles are not motor driven
Book stores, new and used
Camera and photographic supply stores
Candy and ice cream stores
Carpet and rug stores
China and glassware stores
Clothes pressing establishments
Coin and philatelic stores
Colleges and universities, but not business colleges or beauty schools
Computer sales, hardware and software
Custom dressmaking shops
Department stores
Drug stores
Dry cleaning and laundry receiving stations, processing to be done elsewhere
Dry good stores
Electrical and household appliance stores, including radio and television sales
Florist shops and conservatories
Food stores, grocery stores, meat markets, bakeries, and delicatessens
Frozen food stores including locker rental in conjunction therewith
Furrier shops, including the incidental storage and conditioning of furs
Furniture stores, including upholstering when conducted as part of the retail operations and secondary to the principal use
Gift shops
Haberdasheries
Hardware stores
Hobby shops, for retail of items to be assembled or used away from the premises
Interior decorating shops, including upholstering and making of draperies, slip covers, and other similar articles, when conducted as part of the retail operations and secondary to the principal use
Jewelry stores, including watch repair
Leather goods and luggage stores

Land offices
Locksmith shops
Office supply stores
Optometrists
Paint and wallpaper stores
Pet supplies, retail only
Photography studios, including the developing of film and pictures when conducted as part of the retail business on the premises
Picture framing, when conducted for retail trade on the premises only
Post offices
Restaurants, when no entertainment or dancing is provided.
Unenclosed or partially enclosed restaurants adjacent to and operated with enclosed restaurants are expressly permitted.
Restricted production and repair limited to the following: art needle work; clothing; custom manufacturing and alterations, for retail only; jewelry (from precious metals); watches; dentures; and optical lenses
Sewing machine sales and service, household machines only
Shoe stores
Shoe and hat repair stores
Sporting good stores
Stationery stores
Tailor shops
Temporary buildings for construction purposes, for a period not to exceed the duration of such construction
Tobacco shops
Toy shops
Travel bureaus and transportation ticket offices
Wearing apparel shops
Wholesale establishments with storage of merchandise limited to samples only
Video tape rental and sales stores

(Sub)Exhibit "N".
(To 95th And Western Redevelopment Agreement)

Guaranty.

[DATE]

City of Chicago
121 N. LaSalle
Chicago, Illinois 60602

Reference is made to that certain 95th and Western Redevelopment Project Area Redevelopment Agreement (the "Redevelopment Agreement") dated the date hereof and executed by the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), and D.B. Beverly, L.L.C., and Illinois limited liability company (the "Developer") pursuant to which the Developer will construct a shopping center with a Borders Book Store, as more particularly described in the Redevelopment Agreement (the "Project"), on a site located at 2200-2258 West 95th Street in Chicago, Illinois, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"). The Property and the Project are located within the boundaries of the 95th and Western Redevelopment Project Area, established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (1994 State Bar Edition). Subject to the terms of the Redevelopment Agreement, the City agreed to provide financial assistance (the "Assistance") to the Developer in an amount not to exceed the lesser of $1,600,000 or 27.01 percent of the actual total Project costs. The Assistance is derived from a portion of the proceeds of a Tax Increment Allocation Revenue Note (95th and Western Redevelopment Project), Taxable Series 1997 (the "City Note"), issued by the City. The City has pledged certain incremental taxes derived from the 95th and Western Redevelopment Project Area for payment of the City Note, including those incremental taxes generated by the Project.

The undersigned, Borders, Inc., a Colorado corporation (the "Guarantor"), is a lessee of the Developer of the Project. The Guarantor, or an affiliate thereof, intends to acquire the Project at some point after completion of construction and the refinancing of certain costs of construction thereof. In consideration of the Assistance to be provided by the City to the Developer, the proceeds of which shall accrue to the direct and indirect benefit of the Guarantor, the Guarantor hereby absolutely and unconditionally guarantees in favor of the City that it will pay or cause to be paid, by the dates when due, ad valorem real estate

taxes with respect to the Property, which in all events shall not be less than those that would be payable based upon the projected minimum assessed value of the Property as set forth in Exhibit B attached hereto and incorporated herein, for the years noted on Exhibit B, together with any interest and penalties thereon (all in the manner consistent with the undertaking of the Developer in Section 8.19(c) of the Redevelopment Agreement) (the "Guaranteed Obligations"). The Guarantor acknowledges that the City has informed the Developer that the City would not provide the Assistance absent this Guaranty.

This Guaranty and the undertakings of the Guarantor in connection therewith shall be on and subject to the following additional terms and conditions:

1. This Guaranty of payment of by the Guarantor is a continuing, absolute and unconditional guaranty and shall remain in full force and effect until all Guaranteed Obligations have been fully and finally paid and satisfied. Any termination of this Guaranty shall not be effective with respect to any Guaranteed Obligations, whether such Guaranteed Obligations are now or hereafter in existence, effective or accruing.

2. The obligations and liabilities of the Guarantor hereunder shall not be affected or impaired by any fact, circumstance or event whatsoever, all with or without notice to or the knowledge or consent of the Guarantor, including but not limited to: (a) the genuineness, validity, regularity, enforceability or enforcement of, or any defenses to, any of the Guaranteed Obligations; (b) any compromise, settlement, release, alteration, substitution, exchange, renewal, extension, amendment, surrender, indulgence, change in (including increases or decreases in amounts or interest rates), waiver, modification, sale, pledge, and/or other disposition of any of the Guaranteed Obligations, any guaranty thereof or of any security or collateral therefor; (c) any failure of the City to notify the Guarantor of a default under, or to enforce any right, power or remedy conferred on the City in any document, instrument or agreement pertaining to the Guaranteed Obligations, or otherwise; (d) any acceptance by the City of any additional security or collateral for, or other guarantors upon any of the Guaranteed Obligations, neglect, omission, delay or partial action on the part of the City in the administration of the Guaranteed Obligations or in realizing upon or protecting any of the Guaranteed Obligations or any security or collateral therefor (including without limitation abstaining from taking advantage of or realizing upon any security interest or other Guaranty, and any impairment of collateral including failure to perfect a security interest or lien therein), or by any other circumstance which may vary the risk of the Guarantor hereunder or may otherwise constitute a legal or equitable discharge of a surety or guarantor; and/or (e) the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit

of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceedings affecting the Developer or any of its assets, or the disaffirmance of any of the Guaranteed Obligations in any such proceeding. Again, it is the specific purpose and intent that this guaranty of payment and performance and the obligations and liabilities of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged except by payment and performance as herein provided.

3. This is a guaranty of payment and not of collection. The liabilities and obligations of the Guarantor shall be direct and immediate and in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City, at any time, to proceed against or resort for payment to any person directly liable in respect of any Guaranteed Obligations or to any other guaranty, or to any other person, their properties or estates, or to resort to any collateral, security, property, liens or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing. The Guarantor agrees to pay all expenses, including court costs and attorneys' fees, paid or incurred by the City in endeavoring to collect on the Guaranteed Obligations or any part thereof and in enforcing this Guaranty.

4. The payment by the Guarantor of any amount or amounts under this Guaranty shall not entitle it either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Guaranteed Obligations or in and to any security or collateral therefor, or in or to any amounts at any time paid or payable under or pursuant to any guaranty by any other person of all or part of the Guaranteed Obligations or in and to any amounts theretofore then or thereafter paid or applicable to the payment of any of the Guaranteed Obligations, howsoever such payment or payments may arise, unless and until the Guaranteed Obligations have been paid in full.

5. This Guaranty is binding upon the Guarantor and its successors and assigns, and shall inure to the benefit of the City, its successors and assigns. The City may, without any notice to the Guarantor, sell, assign or transfer any Guaranteed Obligations, or any part thereof; and in that event, each and every immediate and successive assignee, transferee or holder of or participant in all or any part of the Guaranteed Obligations shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee, holder or participant as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits; but the City shall have an unimpaired right to enforce this Guaranty Agreement for its own benefit or for the

benefit of any such participant as to so much of the Guaranteed Obligations that it has not sold, assigned or transferred.

6. Guarantor agrees that, to the extent that the City receives any payments, reductions or satisfactions under the Guaranteed Obligations, or proceeds of any collateral security therefor, which are subsequently, partially or wholly invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Developer or the Guarantor, or to any estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, or otherwise, then to the extent of such repayment, the liabilities or part thereof which has been paid, reduced or satisfied by the amount so repaid shall be reinstated and included within the liabilities of the Guarantor hereunder, as of the date of payment, reduction or satisfaction occurred, as fully as if such had never occurred or been made, and this Guaranty shall be enforceable as to such of the Guaranteed Obligations as fully as if such payments, reductions or satisfactions had never been made, all of the foregoing being notwithstanding any termination of this Guaranty or the Redevelopment Agreement or any other agreements evidencing any Guaranteed Obligations.

7. The Guarantor represents and warrants that: (a) the making and performance of this Guaranty are within the power and authority of the Guarantor, have been duly authorized and approved by all necessary action, corporate or otherwise, and do not violate any provision of, or require any consent, authorization, approval, license or permit not already obtained under any law or any agreement or instrument to which the Guarantor is a party or by which it or its property is bound; and (b) this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

8. At any time upon or after the occurrence of any event of default under the Redevelopment Agreement, the City shall have all rights and remedies against the Guarantor provided by applicable law and, without limiting the generality of the foregoing, may declare the Guarantor's obligations hereunder to be, and they shall thereupon be and become forthwith, due and payable without any further demand or other notice of any kind, all of which are hereby expressly waived, and may appropriate and apply toward the payment of the Guarantor's obligations hereunder any indebtedness of the City to the Guarantor, however created or arising.

9. No remedy mentioned herein is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity. No amendment or waiver of any provision of this Guaranty shall be effective unless the same shall be in writing and signed

by the City. This Guaranty shall be construed according to the laws of the State of Illinois, in which State it shall be performed by the Guarantor. This Guaranty and every part hereof shall be binding upon the Guarantor and upon its legal representatives, successors and assigns and shall inure to the benefit of the City and its respective successors, legal representatives and assigns. This writing is intended by the parties to be complete and final expression of this Guaranty and is also intended as a complete and exclusive statement of the terms of this Guaranty. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms hereof, nor are there any conditions to the full effectiveness of this Guaranty.

10. Any notice, request, demand or other communication provided in writing hereunder shall be mailed or delivered (if mailed, by certified or registered mail) as follows: if to Guarantor, addressed to _____; if to the City, at City of Chicago, Law Department, 121 N. LaSalle Street, Rm. 511, Chicago, Illinois 60002, Attention: Division of Finance and Economic Development or to the City at such other address as shall be designated by the City in a written notice to the Guarantor complying as to delivery with the terms of this paragraph. All notices, requests, demands or other communications provided in writing hereunder shall be deemed effectively given when deposited in the mails or hand delivered as aforesaid.

11. AS PART OF THE CONSIDERATION FOR THE CITY PROVIDING ASSISTANCE TO THE DEVELOPER AND ACCEPTING THIS GUARANTY, THE GUARANTOR CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON GUARANTOR, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO GUARANTOR AT THE ADDRESS(ES) STATED ABOVE AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER THE SAME SHALL HAVE BEEN POSTED AS AFORESAID. GUARANTOR WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND ANY RIGHT TO TRIAL BY JURY IN CONNECTION THEREWITH OR ANY COUNTER-CLAIM THERETO, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

[Signature appears on following page]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty by its duly authorized representatives, all as of the date first written above.

ATTEST:

By:_____
Its:_____

GUARANTOR:
BORDERS, INC.
a Colorado corporation

By:_____
Its:_____

Exhibit "B".

STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO

TAX INCREMENT ALLOCATION REVENUE NOTE
(95TH STREET AND WESTERN AVENUE REDEVELOPMENT PROJECT)
TAXABLE SERIES 1998

SOLE NOTE:		**PRINCIPAL AMOUNT:**
REGISTERED		**REGISTERED**
NO. ONE		**$2,600,000**
INTEREST RATE	**MATURITY DATE**	**DATED DATE**
[8.5]%	_____, 2013	_____, 1998

Registered Owner:

[1] The City of Chicago (the "City") acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as provided below, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Note or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above, per the attached payment schedule until the Principal Amount is paid, except as the provisions set forth in this Note with respect to prepayment prior to maturity are and become applicable to this Note. No interest shall accrue on this Note after its maturity unless this Note shall have been presented for payment at maturity and shall not have been paid. The principal of and interest on this Note are payable in any coin or currency that at the time of payment is legal tender for the payment of public and private debts. Both principal of this Note and the interest payable on this Note are payable at the office of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, Illinois 60602, as Note registrar and paying agent (the "Registrar"). Payment of interest on each interest payment date shall be made to the Registered Owner of the Note on the registration books of the City maintained by the Registrar at the close of business on the 15th day of the month next preceding the interest payment date and shall be paid by check or draft of the Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar.

[2] This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest on the Note are payable from certain incremental taxes (the "Incremental Taxes"), meaning the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the 95th Street and Western Avenue Redevelopment Project Area established by the City in accordance with the provisions of the Act (the "Project Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property as of July 12, 1995, as determined by the County Clerk of The County of Cook, Illinois, in accordance with the provisions of the Act and as more fully described in an ordinance authorizing the issuance of the Note (the "Note Ordinance") adopted by the City Council of the City on the ___ day of _____. The Note is being issued for the purpose of providing funds to pay a portion of the Project Costs which have been approved for the Project Area, all as more fully described in the Note Ordinance, to all the provisions of which the Registered Owner by the acceptance of this Note assents. The Note, together with the interest on the Note, are limited obligations of the City, payable solely from Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Note Ordinance. For the prompt payment of this Note, both principal and interest, as stated above, at maturity, the Incremental Taxes, are hereby irrevocable pledged. THE NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO REGISTERED OWNER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY FOR PAYMENT OF PRINCIPAL OF OR INTEREST ON THIS NOTE.

[3] Under the Act and the Note Ordinance, the Incremental Taxes shall be deposited in the 95th Street and Western Avenue Redevelopment Project Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the Fund shall be used and are pledged for paying Program Expenses (as defined in the Note Ordinance), paying the principal of and interest on, the Note and then in making any further required payments to the funds and accounts as provided by the terms of the Note Ordinance.

[4] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the City by this Note covenants and agrees that it has made provision for the segregation of the Incremental Taxes and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance.

[5] This Note is issued initially in fully registered form and is transferable by the Registered Owner thereof in person or by his attorney duly authorized in writing at the office of the Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Note Ordinance, and upon surrender and cancellation of

this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange for the old Note or Notes.

[6] The City and the Registrar may deem and treat the Registered Owner of this Note as the absolute owner of this Note for the purpose of receiving payment of or on account of principal of this Note, premium, if any, and interest due on this Note and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary.

[7] This Note may be prepaid prior to maturity at the option of the City, in whole or in part on any date from any available funds of the City without penalty or premium.

[8] The rights and obligations of the City and of the Registered Owners of the Note may be modified or amended at any time with the consent of the City and of the Registered Owners [of not less than a majority in outstanding principal amount of the Note], provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal of and interest on the Note, at the time and place and at the rate and in the currency provided in the Note Ordinance without the express consent of the Registered Owner of such Note or permit the creation of a preference or priority of any Note or Notes over any other Note or Notes.

[9] This Note shall not be valid or become obligatory for any purpose until the certificate of authentication on the Note shall have been signed by the Registrar.

[10] IN WITNESS WHEREOF, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or duly authorized facsimile signature of the Mayor and City Clerk, all as appearing on this Note and as the Dated Date identified above.

[SEAL]

_____

Mayor

_____

City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is described in the within mentioned Note Ordinance and is the Tax Increment Allocation Note (95th Street and Western Avenue Redevelopment Project), Taxable Series 1998, of the City of Chicago.

_____, as Registrar

By _____
Authorized Officer

[Note Registrar and Paying Agent:

_____]

(ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____
(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ _____ or its successor as attorney to transfer the said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

AUTHORIZATION TO ENTER INTO AND EXECUTE REDEVELOPMENT AGREEMENT WITH PALMET VENTURE L.L.C. FOR PROPERTIES AT 134 NORTH LASALLE STREET AND 171 WEST RANDOLPH STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 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 Planning and Development to enter into and execute a redevelopment agreement with Palmet Venture L.L.C. for the property located within the Central Loop Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 7, 1997 and published at pages 38260 -- 38400 and 38401 -- 38402 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Central Loop Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 7, 1997 and published at pages 38400, 38403 -- 38412 and 38413 -- 38414 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on February 7, 1997 and published at pages 38412, 38415 -- 38423 and 38424 -- 38425 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Palmet Venture, L.L.C., an Illinois limited liability company (the "Company"), has acquired a site (the "Site") located within the Area at 134 North LaSalle Street and 171 West Randolph Street and shall redevelop the building located on the Site by renovating the hotel, theater and office facilities located in the building, and shall make certain related sidewalk and building facade improvements (the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the redevelopment of the building on the Site and the resulting retention and creation of the jobs, to be financed in part by a portion of the proceeds of the Tax Increment Allocation Bonds (Central Loop Redevelopment Project) Series 1997 which are proposed to be issued by the City; and

WHEREAS, In connection with the Project, the Company has obtained, and may in the future obtain, senior financing from certain entities, and it may be necessary or advisable for the City to enter into an intercreditor or similar agreement pursuant to which the respective rights of the City and any entity providing financing with respect to the Company and the Project are set forth (an "Intercreditor Agreement"); and

WHEREAS, Pursuant to Resolution 97-CDC-75 adopted by the Community Development Commission of the City of Chicago (the "Commission") on July 8, 1997, the Commission authored the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company for the Project and to request alternative proposals for redevelopment of the Site or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Site or a portion thereof and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Site or a portion thereof within fourteen (14) days after such publication, pursuant to Resolution 97-CDC-75, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authored to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; now, therefore,

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

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

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City in substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement") and such other supporting documents as may be necessary to carry out and comply with the provisions of the redevelopment agreement, including without limitation an Intercreditor Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforcebalility of such provision shall not affect any of the other provisions of this ordinance.

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

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

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

Exhibit "A".

Central Loop Redevelopment Agreement.

CENTRAL LOOP REDEVELOPMENT AGREEMENT - PALMET VENTURE L.L.C.

This Central Loop Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 1997, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), American National Bank and Trust Company of Chicago, not personally but as trustee under a Trust Agreement dated November 19, 1996 and known as Trust No. 122332-01 ("Trustee"), and Palmet Venture, L.L.C., an Illinois limited liability company and sole beneficiary of the trust described above (the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (1992 State Bar Edition), as amended from time to time (the "Act"), to finance projects that eradicate

blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on February 7, 1997: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central Loop Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Central Loop Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Central Loop Redevelopment Project Area" (the "TIF Adoption Ordinance"), (collectively referred to herein as the "TIF Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has purchased (the "Acquisition") certain property located within the Redevelopment Area at 134 North LaSalle Street and 171 West Randolph Street, Chicago, Illinois 60602 and legally described on Exhibit B hereto (the "Property") and title to which is held by the Trustee of the Trust, and, within the time frames set forth in Section 3.01 hereof, the Developer shall redevelop the building (the "Building") located on the Property as follows: (i) the renovation of the Bismarck Hotel (the "Hotel") resulting in the development of a first-class hotel of approximately 483 guest rooms, the creation of two new high-quality, sit down restaurants, the renovation of the Hotel lobby and public spaces and the expansion of the meeting spaces of the Hotel; (ii) the renovation of the Palace Theater (the "Theater") resulting in the creation of a world-class, Broadway-style theater of approximately 2,350 seats with an expanded stage and improved stagehouse and backstage support spaces, and the renovation of the auditorium and public spaces; (iii) the renovation of the Metropolitan Office Building (the "Office Building") to meet the requirements of the Americans with Disabilities Act and to refinish certain common areas; (iv) the upgrade of certain centralized mechanical, electrical and plumbing ("MEP") systems of the Building, including life safety and fire protection as well as MEP improvements to specific Building use components; and (v) sidewalk vault and Building facade improvements (the "Public Improvements"). The redevelopment of the Building and the Property as described above and the related Public Improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Central Loop

Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as Exhibit D, as amended from time to time.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) a portion of the proceeds (the "Bond Proceeds") of its Tax Increment Allocation Bonds (Central Loop Redevelopment Project) Series 1997 (the "Bonds") issued pursuant to an ordinance adopted by the City Council on July 30, 1997 (the "Bond Ordinance"), or (ii) Incremental Taxes in the 1997 Central Loop Project Redevelopment Project Area Special Tax Allocation Fund, to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement, or to pay for the public improvements described in Section 4.07 hereof.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Bond(s)" shall have the meaning set forth for such term in the Recitals hereof.

"Bond Ordinance" shall have the meaning set forth in the Recitals hereof.

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

"Completion Date" shall mean the date that the City issues the Certificate hereunder, or the date that the City has issued Component Completion Certificates for all of the portions of the Project for which the City may issue a separate certificate pursuant to Section 7.01 hereof.

"Component Completion Certificate" shall mean the certificate of completion that the City may issue with respect to each or any of the following portions of the Project pursuant to Section 7.01 hereof: (i) the renovation of the Hotel; (ii) the renovation of the Theater; or (iii) the renovation of the Office Building.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget which is executed or agreed upon after the Closing Date as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"City Mortgage" shall have the meaning set forth in Section 5.17 hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto.

"Construction Contract" shall mean a contract, attached hereto as Exhibit E, which has been entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer and the operator of the Theater (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in

Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, by and among the City, the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), substantially in the form of Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"First Development Disbursement" shall mean the first disbursement from the Escrow subsequent to the Closing Date related to development costs.

"Full-Time Equivalents" shall mean an employee or employees of the Developer (or employees of the operator of the Hotel or the Theater) whose work, in the aggregate, equals an average of at least 40 hours a week for 52 weeks throughout the year.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01 or referenced therein or otherwise approved by DPD.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the 1997 Central Loop Project Redevelopment Project Area Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"1997 Central Loop Project Redevelopment Project Area Special Tax Allocation Fund" shall mean the special tax allocation fund created by the City into which the Incremental Taxes will be deposited.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Payment Obligation" shall have the meaning set forth in Section 4.03(c) hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, including any amendments or modifications which are entered into or agreed upon prior to the Closing Date.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

"Public Benefits Program" shall have the meaning set forth in Section 8.21 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Plan or otherwise referenced in the Plan.

"Release Amount" shall have the meaning set forth in Section 8.25 hereof.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project, including any amendments or modifications which are entered into or agreed upon prior to the Closing Date.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 45 days prior to the Closing Date (or as may be acceptable to DPD), acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the later of: (a) the date on which all Bonds, if any, evidencing tax increment financing under the Act secured in whole or in part by Incremental Taxes generated by the Project shall be redeemed; (b) the date on which the Redevelopment Area is in effect (through and including June 19, 2007; or (c) the date on which the Developer has complied with all of its covenants and obligations under this Agreement.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement.

"Title Company" shall mean _____.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Trustee of the Trust as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Trust" shall mean the trust described in Trust Agreement dated November 19, 1996 and known as Trust No. 122332-01, and of which American National Bank and Trust Company is the trustee.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's

Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Building, the Developer shall have commenced the renovation of the Hotel, the Theater and the Office Building, pursuant to the Plans and Specifications, no later than the Closing Date. The Developer shall have commenced the Public Improvements, pursuant to the Plans and Specifications, no later than _____. The Developer shall, pursuant to the Plans and Specifications: (i) complete the renovation of the Hotel and conduct business operations therein no later than September 1, 1998 (except for the bars and restaurants in the Hotel, which shall be completed no later than October 1, 1999); (ii) complete the renovation of the Theater and conduct business operations therein no later than October 1, 1999; (iii) complete the selected renovations of the Office Building and conduct business operations therein no later than January 1, 1999; and (iv) complete the Public Improvements no later than June 30, 1999.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Seventy-Seven Million, Seven Hundred Thousand Dollars ($77,700,000). The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying

the source of funding therefor) relating to material changes to the Project must be delivered by the Developer to the City concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Orders that would authorize or cause any of the following to occur must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the total square footage of the Project, (b) the change of the proposed use of any portion of the Project, or (c) a delay in the completion of any portion of the Project. The Developer shall not authorize or permit the performance of any work relating to such Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval as required herein. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has agreed to make available pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding; provided, that with respect to portions of the Project with respect to which construction work has begun prior to the Closing Date, the Developer shall provide evidence of compliance with this section prior to the Closing Date.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected by DPD to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $77,700,000, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Developer Equity (subject to Sections 4.03(b) and 4.06)	$12,100,000
Lender Financing	44,000,000
Estimated City Funds (subject to Section 4.03)	17,600,000
Theater Equity	4,000,000

ESTIMATED TOTAL **$ 77,700,000**

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may be used to pay directly or reimburse the Developer for the costs of TIF-Funded Improvements only that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to adjustment as provided for in Section 4.05(b) hereof), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reserve City funds from Bond Proceeds in the amount of $17,600,000 (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements; provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Seventeen Million Six Hundred Thousand Dollars ($17,600,000) or twenty-three and six-tenths percent (23.6%) of the actual total Project costs.

(c) Conditional Grant of City Funds. The City Funds provided hereunder are being provided to the Developer on a conditional basis, and the provision of such funds is subject to the Developer's compliance with certain use, operating and job creation covenants set forth in Section 8.06 hereof. Upon the Developer's failure to comply with any of such covenants relating to the Hotel or the Theater during the time periods described below (which shall constitute an Event of Default under Section 15.01 hereof if such failure is not cured after receipt of written notice and within the time frame for cure specified in Section 15.03 hereof), the Developer shall pay to the City an amount calculated as follows (the "Payment Obligation"):

(i) during the period beginning on the Closing Date and ending on the fifth anniversary of the Completion Date (or, if earlier, the fifth anniversary of the date that the City has issued a Component Completion Certificate for both the Hotel and Theater portions of the Project), the total amount of City Funds provided by the City hereunder (less the amount of $4,500,000) shall be paid to the City by the Developer;

(ii) the Payment Obligation shall be reduced by one-third on the fifth anniversary date of the Completion Date (or, if earlier, the fifth anniversary of the date that the City has issued a Component Completion Certificate for both the Hotel and Theater portions of the Project); and

(iii) on every anniversary of the Completion Date (or, if earlier, the date that the City has issued a Component Completion Certificate for both the Hotel and Theater portions of the Project) after the fifth anniversary, the Payment Obligation shall be reduced by ten percent (10%) of the amount remaining after the reduction described in (ii) above, with the Payment Obligation being reduced to zero dollars on the fifteenth anniversary of the Completion Date (or, if earlier, the fifteenth anniversary of the date that the City has issued a Component Completion Certificate for both the Hotel and Theater portions of the Project).

4.04 Construction Escrow. The City shall be added as a party to the Escrow Agreement. All disbursements of Project funds (except for the reimbursement of certain Prior Expenditures, which the City may make directly to the Developer) shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall only reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000

or $100,000 in the aggregate, may be made without the prior written consent of DPD.

(c) Allocation of Costs With Respect To Sources of Funds.

(i) Disbursement of Equity. Each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged first to Equity; provided that Equity in the amount of $4,000,000 set forth in Section 4.01 hereof as relating to the Theater may be made available by the Developer after the City Funds and funds from Lender Financing have been disbursed in full or in part, hereunder.

(ii) Pro Rata Disbursement of Lender Financing and City Funds. Insofar as the type and timing of the expenditures permit, with respect to the disbursement of Lender Financing and City Funds, the proportion of the aggregate amount of funds disbursed from Lender Financing (whether for TIF-Funded Improvements or non-TIF-Funded Improvements) to the aggregate amount of funds disbursed from City Funds, shall not be less than 2.55 to 1.00, and shall be disbursed as follows:

(A) Costs of non-TIF-Funded Improvements. After there is no Equity remaining (other than Equity for the Theater), each amount paid pursuant to this Agreement, for costs other than TIF-Funded Improvements, shall be charged to Lender Financing.

(B) Costs of TIF-Funded Improvements. After there is no Equity remaining (other than Equity for the Theater), each amount paid pursuant to this Agreement, for costs of TIF-Funded Improvements, shall be charged either to Lender Financing (in order to meet the pro rata disbursement requirement set forth above) or City Funds, to be used to directly pay for or reimburse the Developer for TIF-Funded Improvements.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds.

4.07 City Improvements. The City hereby agrees that, in addition to providing City Funds under the terms and conditions herein, the City shall make, or cause to be made, the public improvements along Randolph Street, LaSalle Street and Wells Street that are described on Exhibit R hereto.

SECTION 5. CONDITIONS PRECEDENT

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget. The Developer shall have submitted to DPD, and DPD shall have approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer shall have submitted to DPD, and DPD shall have approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Not less than five (5) days prior to the First Development Disbursement for any portion of the Project, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation with respect to such portion and shall submit evidence thereof to DPD.

5.04 Financing. The Developer shall have furnished proof reasonably acceptable to the City that the Developer has available, or has already contributed to the Project, Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with other sources set forth in Section 4.01) to complete the Project. Any lender providing Lender Financing must execute a Subordination Agreement, on a form provided by the City, pursuant to which such lender will agree to subordinate its liens on the Property to certain covenants contained in this Agreement.

5.05 Title. On the Closing Date, the Developer shall furnish the City with a copy of the Title Policy for the Property, certified by the Title Company, in at least the amount of the City Funds, showing Trustee as the named insured. The Title Policy shall be dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on Exhibit G hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer shall provide to DPD, prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to

the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name (and the following trade names of the Developer: (None) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, shall have insured the Property in accordance with Section 12 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 12 hereof evidencing the required coverages shall have been delivered to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Not less than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided

Financial Statements to DPD for its three most recent fiscal years, and audited or unaudited interim financial statements; provided, that Financial Statements for the fiscal years of the Developer, if any, ending prior to January 1, 1997 are not required to be audited.

5.12 Documentation. The Developer shall have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.13 Environmental. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided DPD with copies of that certain phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate negotiations with respect to this Agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date, the Developer shall provide the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Organizational Documents; Trust Documents. The Developer shall provide a copy of its Articles of Organization containing the original certification of the Secretary of State of Illinois; a certificate of good standing from the Secretary of State of Illinois and all other states in which the Developer is qualified to do business; a secretary's certificate regarding authorization, incumbency and other matters in such form and substance as the Corporation Counsel may require; and such other corporate documentation as the City may request. The Developer shall provide copies, certified by the Trustee, of the Trust Agreement establishing the Trust and any letters of direction from the Developer relating to the execution of the Agreement.

5.15 Litigation. The Developer shall provide to Corporation Counsel and DPD, at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation of such expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request of disbursement of City Funds hereunder shall, in addition to the items therein expressly set

forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications (except for Change Orders permitted hereunder);

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent, cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, the Bonds, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

5.17 City Mortgage. In order to secure the Developer's compliance with its Payment Obligation, the Developer and the

Trustee shall, on the Closing Date, execute a junior mortgage, in the form attached hereto as Exhibit Q, in favor of the City (the "City Mortgage"), which City Mortgage shall be recorded against the Property in the Office of the Recorder of Deeds of Cook County at the Developer's expense.

5.18 Intercreditor Agreement. To the extent deemed necessary or advisable by DPD, the City and any entity providing Lender Financing shall have entered into an agreement regarding the respective rights and obligations of the parties thereto regarding the Lender Financing, the City Mortgage and the restrictive covenant described in Section 8.25 hereof, in form and substance satisfactory to the City and consistent with the terms and provisions of this Agreement. Such agreement may, in DPD's discretion, contain provisions regarding the extent to which the lien under the City Mortgage shall be subordinate to any lien under such Lender Financing, it being understood by the parties hereto that the City's subordination shall be limited to the extent set forth in Section 16(c) hereof. Any such agreement shall set forth the relative rights of the parties thereto with respect to the priority of their liens and their rights to pursue remedies.

5.19 Theater Lease. The City shall have received and approved the terms of the lease agreement between the Developer and the operator of the Theater, with the review of the City to be with respect to the such lease agreement being consistent with the terms of this Agreement.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds

to be contributed to the Project pursuant to Section 4.03(b) hereof. In each instance, in determining whether the lowest responsible bid is selected, it shall be appropriate to take into account the requirements of Sections 8.09 and 10 of this Agreement. The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered into in connection with the TIF-Funded Improvements prior to the Closing Date shall be provided to DPD prior to the Closing Date. Photocopies of all contracts or subcontracts to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of their execution thereof. The Developer has ensured or shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until all requisite permits have been obtained consistent with the Plans and Specifications approved by DPD pursuant to this Agreement.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall be limited to ___ (%) of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit bids from all subcontractors.

6.02 Construction Contract. Prior to the execution of the Agreement, the Developer shall deliver to DPD a certified copy of the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above for DPD's written approval, together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of any work on the Project which will take place in the public way, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. The City shall be named as obligee or co-obligee on such bond. DPD shall determine, after discussions with the Developer, the extent to which payment and performance bonds for other portions of the Project shall be required by the City by the Closing Date, given the status of the Project at such time. The City shall be named as obligee or co-obligee on any such bond(s).

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and, to the extent practicable given the state of progress in completing the Project prior to the date hereof, each subcontractor to agree to

the provisions of Section 10 hereof; provided, however, that in all events Developer shall demonstrate to the satisfaction of the Commissioner of DPD by written certification and appropriate supporting documents and/or information that there has been compliance with the requirements of Sections 8.09 and 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the portion of the Project relating to the renovation of the Building as a whole in accordance with the terms of this Agreement and after the final disbursement from the Escrow, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. Upon completion of the portion of the Project relating to the renovation of the Office Building, the renovation of the Hotel or the renovation of the Theater in accordance with the terms of this Agreement and after the final disbursement from the Escrow made with respect to such portion of the Project, and upon the Developer's written request, DPD shall issue to the Developer a Component Completion Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete such portion of the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a certificate under this section within thirty (30) days by issuing either a certificate as requested or a written statement detailing the ways in which the Project (or portion thereof) does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the certificate. The Developer may resubmit a written request for a certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The certificate issued pursuant to Section 7.01 hereof relates only to the portion of the Project described therein, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of any such certificate hereunder, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the

Agreement as to the parties described in the following paragraph, and the issuance of any certificate hereunder shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06 and 8.25 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate or a Component Completion Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate or a Component Completion Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer to the extent of the Payment Obligation set forth in Section 4.03(c) hereof, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of any applicable Bonds issued on a tax-exempt basis.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER AND TRUSTEE.

8.01 General. The Developer represents, warrants and covenants, and the Trustee represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) each of the Developer and Trustee has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer and the Trustee of this Agreement has been duly authorized by all necessary action, and does not and will not violate the Articles of Organization or Operating Agreement, as amended and supplemented, of the Developer, or the applicable organizational documents of the Trustee, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer or the Trustee is now a party or by which the Developer or the Trustee is now or may become bound;

(d) except for any actions as to which DPD has provided its prior written consent, the Trustee has acquired and shall maintain good, indefeasible and merchantable fee simple title to the Property, and the Developer has and shall maintain the entire beneficial interest in the Trust, in each case free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget, non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof and liens permitted under Section 8.01(j) hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or, to the knowledge of Developer, threatened or affecting the Developer which would materially impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; provided, that the Developer's ability to transfer all or any portion of the Property pursuant to this subsection (j) shall be subject to the provisions of Section 8.01(d) hereof; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.03 Redevelopment Plan. The Developer represents that the

Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Project, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation and Retention; Covenant to Remain in the City. The Developer shall create jobs for and retain not less than the following number of Full-Time Equivalents for each portion of the Project as described below, with all such jobs to be created by January 1, 1999 (with respect to the Hotel jobs, except for jobs relating to the bars and restaurants in the Hotel), or January 1, 2000 (with respect to the Theater jobs and jobs relating to the bars and restaurants in the Hotel), and to be retained until the earlier of (A) the fifteenth anniversary of the Completion Date or (B) with respect to the Office Building, Hotel or Theater portion of the Project, the fifteenth anniversary of the issuance of the Component Completion Certificate for such portion: (i) the Hotel (inclusive of restaurants and bars) - 300 Full-Time Equivalents; (ii) the Theater - 146 Full-Time Equivalents during such periods of time as productions are being performed at the Theater, and 21 Full-Time Equivalents otherwise, and (iii) the Office Building - 10 Full-Time Equivalents. In addition, the Developer agrees that jobs for 400 Full-Time Equivalents shall be created in connection with the renovation of the Building. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the Property through the fifteenth anniversary of the Completion Date. The Developer covenants to the City that, until the earlier of (C) the fifteenth anniversary of the Completion Date or (D) if a Component Completion Certificate is issued with respect to the Theater portion of the Project, the fifteenth anniversary of the date of issuance of such Component Completion Certificate, the Developer shall use the Theater, or cause the Theater to be used, for the presentation of live theatrical, cultural and entertainment events for not less than an aggregate of 120 weeks for any five

year period. The Developer covenants to the City that the Hotel shall be operated as a first-class hotel until the earlier of (E) the fifteenth anniversary of the Completion Date or (F) if a Component Completion Certificate is issued with respect to the Hotel portion of the Project, the fifteenth anniversary of the date of issuance of such Component Completion Certificate. The Hotel shall not cease to operate as such during such period of time for a continuous period of time of more than 12 months, and such non-operation shall only be related to necessary repair or rehabilitation work (it being understood that the job retention covenants for the Hotel set forth above shall not apply during any such period that the Hotel is not in operation due to necessary repair or rehabilitation work). The Developer agrees that, until the fifteenth anniversary of the Completion Date, without the prior written consent of DPD, the Developer shall not change the use of any portion of the Building from its use on the date hereof; provided, that any change in use of the Office Building shall be subject to the provisions of Section 8.25 hereof. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity/Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Sections 8.09 and 10 hereof, subject to the qualifications to such undertakings set forth in Section 6 above. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% complete (based on the amount of expenditures incurred in relation to the Project Budget).

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended December 31, 1997, and each June 30 thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or

other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay

all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.20 Asbestos Report. Prior to the Closing Date, the Developer shall provide the City with a written report regarding the asbestos remediation that was performed in connection with the renovation of the Building.

8.21 Public Benefits Program. The Developer shall enter into that certain Public Benefits Agreement with the City dated as of _____, 1997, substantially in the form attached hereto as Exhibit N, to cause the development and implementation of a public benefits program ("Public Benefits Program") affecting the operation of the Theater.

8.22 Agreement to Provide Assistance to the Chicago School Reform Board of Trustees. The Developer shall enter into that certain Agreement to Provide Assistance to the Chicago School Reform Board of Trustees with the City dated _____ 19____, substantially in the form attached hereto as Exhibit O, whereby Developer shall inter alia make its theatrical resources available to the Chicago School Reform Board of Trustees. Such efforts must be contributed by Developer from the execution date of the Agreement until the expiration of the Term of the Agreement.

8.23 Public Benefits Status Reports. On a semi-annual basis, the Developer shall provide the City with a status report describing in sufficient detail Developer's compliance with the Public Benefits Program and the Agreement to Provide Assistance to the Chicago School Reform Board of Trustees.

8.24 Job Training/Job Readiness Program. The City intends to establish a work readiness and job training program (the "Job Training And Job Readiness Program") in order to help prepare individuals to work for businesses located within the Redevelopment Area. The general terms and goals of the Job Training And Job Readiness Program are described on Exhibit P attached hereto, which may from time to time be further modified, refined and supplemented to provide a more detailed basis for implementation. The Developer hereby agrees to use its best efforts to participate in the Job Training And Job Readiness Program.

8.25 Restrictive Covenant Regarding Office Use. As provided in Section 8.06 hereof, the Developer shall not change the use of the Office Building from its use on the date of this Agreement without the prior written consent of the DPD (except as indicated on the Plans and Specifications with respect to the change in use of a portion of the Office Building to conference and meeting rooms for the Hotel). This restriction on changes in use is intended to be a restrictive covenant on the Property that runs with the land, is binding upon any transferee (including any transferee who takes title to the Property pursuant to a foreclosure or deed in lieu of foreclosure, provided that any such transferee shall not be obligated to pay the Release Amount to the City in connection with such foreclosure or transfer if the use of the Office Building is not being changed), and is in effect until the earlier of (A) the fifteenth anniversary of the Completion Date or (B) if a Component Completion Certificate is issued with respect to the Office Building portion of the Project, the fifteenth anniversary of the date of issuance of such Component Completion Certificate (such earlier date of the issuance of a Completion Certificate or the issuance of a Component Completion Certificate for the Office Building portion being referred to in this section as the "Office Compliance Period Date"). The parties hereby agree that upon payment by the Developer of the amount specified below (the "Release Amount") to the City, DPD shall deliver to the Developer a release of such restrictive covenant, with such release to be in a form suitable for recording with the Office of the Recorder of Deeds of Cook County against the Property and otherwise acceptable to DPD and the Developer. The Release Amount shall be calculated as follows: (i) the Release Amount shall be equal to $4,500,000 during the period beginning on the Closing Date and ending on the fifth anniversary of the Office Compliance Period Date; and (ii) the Release Amount shall be reduced to $3,000,000 on the fifth anniversary of the Office Compliance Period Date, and shall be further reduced on each successive anniversary of the Office Compliance Period Date by $300,000, with the Release Amount being reduced to zero dollars on the fifteenth anniversary of the Office Compliance Period Date.

8.26 Letters of Credit. In order to provide an additional source of partial repayment of the Payment Obligation, the Developer shall deliver to the City, on or prior to the Completion Date (or, if such date is earlier, on or prior to the date that the City shall issue a Component Completion Certificate for the Hotel or the Theater portion of the Project), two letters of credit in favor of the City. Each letter of credit shall be in the amount of $500,000, and shall have a term which begins on the Completion Date (or, if earlier, the date of issuance of the applicable Component Completion Certificate) and extends until five years from the Completion Date (or, if applicable, the date of issuance of the applicable Component Completion Certificate); provided, that instead of each letter of credit having a five year term, each letter of credit may (i) have a one-year term which is to be

renewed annually for five successive years by the issuing institution, or (ii) have a one-year term, and provide that if the issuing institution does not issue a notice of renewal to DPD within 60 days of the expiration date of the letter of credit, then the City shall be permitted to draw on the letter of credit. The financial institution issuing each such letter of credit shall be acceptable to DPD. Each letter of credit shall state that it may be drawn upon by the delivery of a certificate from DPD stating that the letter of credit is available to be drawn upon pursuant to the terms of this Agreement, and DPD shall not be required to provide any other documentation or evidence to the issuing bank prior to drawing on either letter of credit. One of the letters of credit shall be available to be drawn upon by the City upon the Developer's failure to comply with its obligations regarding use, job creation and operation as set forth in Section 8.06 with respect to the Theater. The other letter of credit shall be available to be drawn upon by the City upon the Developer's failure to comply with its obligations regarding job creation and operation set forth in Section 8.06 with respect to the Hotel. The Payment Obligation of the Developer shall be reduced by any amounts drawn on the letters of credit.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental

status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property,

so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Purchasing Agent, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the

General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

a. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the total Project Budget (less (i) the acquisition price of the Property or any portion thereof, if any, and (ii) the costs noted in the Project Budget as being the subject of special waiver or as not relating to the construction portion of the Project) shall be expended for contract participation by MBEs or WBEs:

i. At least 25 percent by MBEs.
ii. At least 5 percent by WBEs.

b. For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

c. Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for

the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

d. The Developer shall deliver quarterly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

e. Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

f. Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

g. Prior to the Closing Date, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or

the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

h. The Developer agrees that, with respect to the activities excluded from the Project Budget for purposes of this Section 10.03 as described in subsection (a)(ii) hereof, the Developer shall use its best efforts to contract with MBEs and WBEs for such activities.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, [the Bond Ordinance] and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. coverages shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to

be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy shall have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with

limits of not less than $1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than $1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(ix) All Risk Property Insurance

Upon the Completion Date, the Developer shall provide All Risk Property Insurance in the amount of full replacement value of the Property including improvements and betterments to protect against loss or damage to or destruction of the Building. The City of Chicago shall be named as an additional insured and loss payee.

(c) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer shall submit evidence of

insurance prior to the execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

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 Developer shall require the contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the Contractor, or subcontractors. All Contractors and subcontractors shall be subject to the same requirements (Section C) of Developer unless otherwise specified herein.

If the Developer, Contractor or subcontractor desires additional coverages, the Developer, Contractor and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement, or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices during normal business hours upon reasonable advance notice for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement, the City Mortgage or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not

constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution, the effect of which would materially adversely affect the ability of the Developer to perform its obligations under this Agreement;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of **[thirty-three percent (33%)]** of the Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of

the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if

such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD, which consent shall not be unreasonably withheld or delayed so long as such New Mortgage and the financing it secures is consistent with the requirements and limitations contained in this Agreement and in the City Mortgage; provided, that the City shall agree that the lien of the City under the City Mortgage shall only be subordinate to the lien under a New Mortgage if it relates to financing obtained by the Developer (i) which is intended to replace the Lender Financing and (ii) the principal amount of which does not exceed the original principal amount of Lender Financing and the amount of Equity contributed by the Developer (including the Theater Equity) to the Project hereunder.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:
City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To:
City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 511
Chicago, IL 60602

If to the Developer: Palmet Venture L.L.C.
134 North LaSalle Street, Suite 906
Chicago, Illinois 60602

With Copies To: Altheimer & Gray
10 South Wacker Drive, Suite 4000
Chicago, Illinois 60606
Attention: Maria Saldana

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the City.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Notwithstanding the issuance of such Certificates, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.19 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective permitted successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective permitted successors and permitted assigns (as provided herein).

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Trustee Exculpatory Language. [To be inserted.]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

ATTEST:

By: _____

Its: _____

PALMET VENTURE, L.L.C., an Illinois limited liability company

By: _____

Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 17, 1996 and known as Trust No. 122332-01

By: _____

Its: _____

CITY OF CHICAGO

By: _____

_____,
_____ Commissioner, Department of Planning and Development

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of Palmet Venture, L.L.C., an Illinois limited liability company (the "Company"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Company, as their free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 199_.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust Agreement dated November 19, 1996 and known as Trust No. 122332-01, an Illinois corporation (the "Trustee"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Trustee, as their free and voluntary act and as the free and voluntary act of the Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 199_.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, 199__.

_____
Notary Public

My Commission Expires_____

[(Sub)Exhibits "A", "B", "D", "E", "F", "K", "L", "M", "P" and "R" referred to in this Redevelopment Agreement with Palmet Venture L.L.C. unavailable at time of printing.]

(Sub)Exhibits "C", "G", "H", "I", "J", "N", "O", "P" and "Q" referred to in this Redevelopment Agreement with Palmet Venture L.L.C. read as follows:

(Sub)Exhibit "C".
(To Redevelopment Agreement With
Palmet Venture L.L.C.)

T.I.F. Funded Improvements.

	Rehabilitation & Renovation & Public Improvement Costs (1)
Hotel	2,000,000
Theater	3,476,802
Street & Exterior (2)	3,008,219
Metropolitan Office Building	614,979
Overall MEP	8,500,000
Total	17,600,000 (2)

(1) Includes hard and associated soft costs. See following pages of Exhibit C for a more detailed line item breakdown of the TIF-Funded Improvements referenced above.

(2) Payment by, or reimbursement from, city funds is contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

Exhibit C
TIF-Funded Improvements - Hotel (1)

Design & Engineering	0	
Renovation	2,000,000	(2)
Restaurant Construction	0	
Restaurant Design & Engineering	0	
Restaurant FF & E	0	
Restaurant Pre-Opening	0	
Furniture, Fixture & Equip.	0	
Hotel Equip.	0	
Administrative	0	
Pre-Opening Expenses	0	
Supervision	0	
Wrk Capital/Reserves	0	
Capitalized Interest	0	
Contingency	0	
Total Renovation Costs	2,000,000	

(1) Subject to costs qualifying as Redevelopment Project Costs under the Act.

(2) The costs associated with this line item relate primarily to the hotel MEP and life safety systems.

Exhibit C
TIF-Funded Improvements - Theater (1)

Cost under contract:	
Environmental	159,136
Phase 1A	1,631,762 (2)
Phase 1B	257,830 (2)
Basement	362,191 (2)
Total under contract	2,410,919
Cost to be contracted:	
Elevators	87,697
Interior Finishes	131,546
Decorative Finishes	387,184
Seats	0
Theater Lighting	0
Theater Rigging, Lifts & Drapery	0
	606,427
Total Construction Costs	3,017,346
Soft Costs	
Architects/Eng.	285,000
MEP Engineering	38,000
Other Consultants	57,000
Legal	19,000
Administrative Costs	0
	399,000
Remaining Contingency	60,456
Total	3,476,802

(1) Subject to costs qualifying as Redevelopment Project Costs under the Act.

(2) The Phase 1A and Phase 1B line items relate to the renovation and rehabilitation work associated with the expansion of the theater stage area. The basement line item relates to the the renovation and rehabilitation work associated with the reconfiguring of the basement caused by the expansion of of the stage area.

Exhibit C
TIF-Funded Improvements - Street & Exterior (1)

Costs under contract:	1,713,560 (2)
Costs to be contracted:	
Facade Cleaning	620,848
Office Bldg. Windows	344,211
Office Bldg. Window Installation	154,894
	1,119,953
Total Construction Costs	2,833,513
Soft Costs	
Architects/Eng.	126,704
MEP Engineering	21,117
Other Consultants	21,117
Legal	0
Administrative Costs	0
	168,938
Remaining Contingency	5,768
Total	3,008,219

(1) Subject to costs qualifying as Redevelopment Project Costs under the Act.

(2) The costs under contract are for the Randolph Street storefront, the LaSalle Street storefront related to the restaurant, and all the sidewalks which surround the project.

Exhibit C
TIF-Funded Improvements - Metropolitan Office Building (1)

Costs under contract:	0	
Costs to be contracted:		
ADA Accessibility		
Entrance	15,000	
Elevators	160,000	
Signage	10,000	
	185,000	
Lobby		
Floors	50,000	
Walls	52,800	
Ceiling	20,000	
Security Desk	7,500	
HVAC	10,000	
Electrical	25,000	
	165,300	
Tenant Floors		
Floors	900	
Wallcovering	7,200	(2)
Wall Cleaning	45,000	(2)
Ceiling	1,800	
Toilet Rooms	90,000	
	144,900	
Total Construction Costs	495,200	
Soft Costs		
Architects/Eng.	25,000	
MEP Engineering	25,000	
Other Consultants	15,000	
Legal	10,000	
Administrative Costs	0	
	75,000	
Remaining Contingency	44,779	
Total	614,979	

(1) Subject to costs qualifying as Redevelopment Project Costs under the Act.

(2) The wallcovering will consist of painting the plaster portion of the corridors, and the wall cleaning will consist of chemical cleaning of the marble portions of the wall.

Exhibit C
TIF-Funded Improvements - Overall MEP (1)

Costs under contract:	
Fire Protection	578,433
Plumbing	1,435,682
HVAC	1,235,203
Electrical	1,321,105
	4,570,423
Cost to be contracted:	
Fire Protection	211,082
Plumbing	316,622
HVAC	1,128,402
Electrical	1,710,588
	3,366,694
Total Construction Costs	7,937,117
Soft Costs	
Architects/Eng.	175,901
MEP Engineering	211,081
Other Consultants	70,360
Legal	105,541
Administrative Costs	0
	562,883
Total	8,500,000

(1) Subject to costs qualifying as Redevelopment Project Cost under the Act.

(Sub)Exhibit "G".
(To Redevelopment Agreement With
Palmet Venture L.L.C.)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: [To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H".
(To Redevelopment Agreement With
Palmet Venture L.L.C.)

Project Budget Summary.

	TOTAL AMOUNT	AMOUNT INCLUDED IN PROJECT BUDGET FOR MBE/WBE COMPLIANCE
Acquisition/Transaction Costs	$ 23,822,889	$ 0
Hotel	27,896,919	13,777,856
Overall MEP	12,456,517	12,080,658
Theater	9,263,875	6,886,146
Street & Exterior	3,594,980	3,561,326
Metropolitan Office Building	664,820	614,979
Total:	$ 77,700,000	$ 36,920,965 (1)

(1) It is anticipated that $36,920,965 will be included in the project budget for purposes of determining compliance with section 10.03 of the Redevelopment Agreement. Use of this amount for the purposes of determining MBE/WBE compliance is dependent upon the Developer providing applicable evidence.

Exhibit H
Project Budget - Hotel

Design & Engineering	916,900	(1)
Renovation	11,012,687	
Restaurant Construction	1,013,595	
Restaurant Design & Engineering	220,100	
Restaurant FF & E	1,066,099	(4)
Restaurant Pre-Opening	557,377	*
Furniture, Fixture & Equip.	4,507,593	(2)
Hotel Equip.	733,176	*
Administrative	1,260,000	*
Pre-Opening Expenses	2,409,392	*
Supervision	500,000	(3)
Wrk Capital/Reserves	400,000	*
Capitalized Interest	3,000,000	*
Contingency	300,000	
Total Renovation Costs	27,896,919	(5)

(1) $345,000 of interior design services are to be excluded for MBE/WBE purposes. The interior design cost relates solely to the design of the rooms and public areas.

(2) Excluded for purposes of MBE/WBE except for $620,465 which relates to carpet, wallcovering, and fixtures. This exclusion is subject to the Developer providing evidence that only $620,465 is allocable to costs of permanent fixtures.

(3) Excluded for purposes of MBE/WBE because it is the fee paid to the Hotel Operator for supervision services.

(4) Excluded for purposes of MBE/WBE except for $39,109 which relates to carpet, wallcovering, and fixtures. This exclusion is subject to the Developer providing evidence that only $39,109 is allocable to costs of permanent fixtures.

(5) It is anticipated that $13,777,856 will be included in the project budget for purposes of determining compliance with section 10.03 of the Redevelopment Agreement.

* Excluded for purposes of MBE/WBE

Exhibit H
Project Budget - Theater

Cost under contract:		
Environmental	362,921	
Phase 1A	3,721,350	
Phase 1B	588,000	
Basement	826,000	
Total under contract	5,498,271	
Cost to be contracted:		
Elevators	200,000	
Interior Finishes	300,000	(1)
Decorative Finishes	883,000	(1)
Seats	365,000	(1)
Theater Lighting	288,000	(1)
Theater Rigging, Lifts & Drapery	150,000	(1)
	2,186,000	
Total Construction Costs	7,684,271	
Soft Costs		
Architects/Eng.	750,000	
MEP Engineering	100,000	
Other Consultants	150,000	
Legal	50,000	
Administrative Costs	391,729 *	(3)
	1,441,729	
Remaining Contingency	137,875	
Total Theater Budget	9,263,875	(2)

(1) These are excluded for MBE/WBE purposes because these are specialty items that are performed by a limited number of contractors. These exclusions are subject to the developer providing reasonable evidence to DPD that these items are specialty items for which there are limited vendors or providers.

(2) It is anticipated that $6,886,146 will be included in the project budget for purposes of determining compliance with section 10.03 of the Redevelopment Agreement.

(3) Administrative costs include costs such as real estate taxes, utilities, in house labor, accounting, insurance, and other misc. costs.

* These are excluded for MBE/WBE purposes

Exhibit H
Project Budget - Street & Exterior

Costs under contract:	2,028,624	
Costs to be contracted:		
Facade Cleaning	735,000	
Office Bldg. Windows	407,500	
Office Bldg. Window Installation	183,374	
	1,325,874	
Total Construction Costs	3,354,498	
Soft Costs		
Architects/Eng.	150,000	
MEP Engineering	25,000	
Other Consultants	25,000	
Legal	0	
Administrative Costs	33,654	* (2)
	233,654	
Remaining Contingency	6,828	
Total Street & Exterior Budget	3,594,980	(1)

(1) It is anticipated that $3,561,326 will be included in the project budget for purposes of determining compliance with section 10.03 of the Redevelopment Agreement.

(2) Administrative costs include costs such as real estate taxes, utilities, in house labor, accounting, insurance, and other misc. costs.

* These are excluded for MBE/WBE purposes

Exhibit H
Project Budget - Metropolitan Office Building

Costs under contract:	0
Costs to be contracted:	
ADA Accessibility	
Entrance	15,000
Elevators	160,000
Signage	10,000
	185,000
Lobby	
Floors	50,000
Walls	52,800
Ceiling	20,000
Security Desk	7,500
HVAC	10,000
Electrical	25,000
	165,300
Tenant Floors	
Floors	900
Wallcovering	7,200
Wall Cleaning	45,000
Ceiling	1,800
Toilet Rooms	90,000
	144,900
Total Construction Costs	495,200
Soft Costs	
Architects/Eng.	25,000
MEP Engineering	25,000
Other Consultants	15,000
Legal	10,000
Administrative Costs	49,841 * (2)
	124,841
Remaining Contingency	44,779
Total Metropolitan Office Bldg. Budget	664,820 (1)

(1) It is anticipated that $614,979 will be included in the project budget for purposes of determining compliance with section 10.03 of the Redevelopment Agreement.

(2) Administrative costs include costs such as real estate taxes, utilities, in house labor, accounting, insurance, and other misc. costs.

* These are excluded for MBE/WBE purposes

Exhibit H
Project Budget - Overall MEP

Costs under contract:	
Fire Protection	822,100
Plumbing	2,040,469
HVAC	1,755,537
Electrical	1,877,626
	6,495,732
Cost to be contracted:	
Fire Protection	300,000
Plumbing	450,000
HVAC	1,603,746
Electrical	2,431,180
	4,784,926
Total Construction Costs	11,280,658
Soft Costs	
Architects/Eng.	250,000
MEP Engineering	300,000
Other Consultants	100,000
Legal	150,000
Administrative Costs	375,859 * (2)
	1,175,859
Total Overall MEP Budget	12,456,517 (1)

(1) It is anticipated that $12,080,658 will be included in the project budget for purposes of determining compliance with section 10.03 of the Redevelopment Agreement.

(2) Administrative costs include costs such as real estate taxes, utilities, in house labor, accounting, insurance, and other misc. costs.

* These are excluded for MBE/WBE purposes

Exhibit H
Summary of General Contracts

	McHugh					Turner - Theater				Turner	
	Hotel			Restaurant						Street &	
	Phase I	Phase II	Total	Phase III	Total	Phase 1A	Phase 1B	Basement	Total	Exterior PH1	Total
1000 General Conditions	261,875	485,563	767,438	0	767,438	522,000	0	180,000	702,000	146,219	1,615,657
2000 Site Work / Demolition	239,070	181,652	420,722	55,851	476,573	738,350	119,000	95,000	952,350	441,340	1,870,263
3000 Concrete	53,110	97,729	150,839	11,235	162,074	837,000	25,000	250,000	912,000	0	1,074,074
4000 Masonry	0	16,320	16,320	0	16,320	416,000	250,000	70,000	736,000	96,280	848,600
5000 Metals	50,620	52,620	103,440	68,380	171,820	737,000	70,000	43,000	850,000	212,280	1,234,100
6000 Carpentry	274,010	498,350	772,360	387,931	1,160,291	19,000	0	27,000	46,000	0	1,206,291
7000 Moisture / Thermal	14,490	0	14,490	5,000	19,490	220,000	55,000	0	275,000	11,440	305,930
8000 Doors / Frames / Windows	485,627	216,716	702,343	20,189	722,532	36,000	0	30,000	66,000	858,690	1,647,222
9000 Finishes	1,686,681	1,129,281	2,815,942	365,759	3,181,701	0	69,000	61,000	130,000	0	3,311,701
10000 Specialties	4,400	38,923	43,323	4,235	47,558	0	0	8,000	8,000	166,560	222,118
11000 NA	0	0	0	0	0	0	0	0	0	0	0
12000 NA	0	0	0	0	0	0	0	0	0	0	0
13000 Dumbwaiter	0	0	0	18,000	18,000	0	0	0	0	0	18,000
14000 Conveying Systems	0	(9,000)	(9,000)	0	(9,000)	228,000	0	0	228,000	0	217,000
15000 Fire / HVAC / Plumb.		0	0	0	0				0	0	0
Fire Protection	444,000	212,250	656,250	53,850	710,100	46,000	10,000	56,000	112,000	0	822,100
Plumbing	1,334,328	227,349	1,561,677	214,792	1,776,469	10,000	40,000	170,000	220,000	44,000	2,040,469
HVAC	357,610	256,359	613,969	442,368	1,056,337	75,000	52,000	572,200	699,200	0	1,755,537
16000 Electrical	610,208	699,973	1,310,181	186,205	1,496,386	32,000	10,000	170,350	212,350	119,000	1,827,736
- Allowances	372,644	2,500	375,144	0	375,144	0	0	0	0	0	375,144
- Owner Electives	0	85,742	85,742	0	85,742	0	0	0	0	0	85,742
- Insurance / Fee	298,028	172,476	470,502	77,015	547,517	170,000	0	62,000	232,000	95,815	875,332
Subtotal	6,506,899	4,364,763	10,871,662	1,910,810	12,782,492	3,884,350	700,000	1,794,550	6,378,900	2,191,624	21,353,016
- Prior Change Orders	152,093	1,012,767	1,164,860	0	1,164,860	0	0	0	0	0	1,164,860
- Electrical Infrastructure (Credits)	(602,208)	0	(602,208)	0	(602,208)	0	0	0	0	0	(602,208)
- Electrical Infrastructure	0	2,652,098	2,652,098	0	2,652,098	0	0	0	0	0	2,652,098
	6,056,784	8,029,648	14,086,432	1,910,810	15,997,242	3,884,350	700,000	1,794,550	6,378,900	2,191,624	24,567,766
Overall MEP Costs	2,143,938	2,048,029	4,191,967	897,215	5,089,182	163,000	112,000	968,550	1,243,550	163,000	6,495,732
General Contractor Construction Costs	3,912,846	5,981,619	9,894,465	1,013,595	10,908,060	3,721,350	588,000	826,000	5,135,350	2,028,624	18,072,034
Construction Costs outside of Contract (1)	NA	NA	1,118,222	0	1,118,222	0	0	0	0	0	1,118,222
Total Construction Cost	NA	NA	11,012,687	1,013,595	12,026,282	3,721,350	588,000	826,000	5,135,350	2,028,624	19,190,256

(1) Construction outside of contract include:

Elevators	728,000
Inductor Covers	175,000
Other Labor	217,222
	1,118,222

(Sub)Exhibit "I".
(To Redevelopment Agreement With
Palmet Venture L.L.C.)

Approved Prior Expenditures.

LINE ITEM	NAME OF FIRM	CONTRACT PRICE	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE
Total:		$	$	$	$

(Sub)Exhibit "J".
(To Redevelopment Agreement With
Palmet Venture L.L.C.)

Opinion Of Developer's Counsel.

[To be retyped on the Developer's Counsel's letterhead]

[Opinions must also cover Trustee authority, organization]

_____, 1997

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an Illinois limited liability company (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Central Loop Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Central Loop Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Organization, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Operating Agreement, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of [Lender].

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized

in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public

convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City, its counsel and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By: _____

Name: _____

(Sub)Exhibit "N".
(To Redevelopment Agreement With
Palmet Venture L.L.C.)

Public Benefits Agreement.

THIS PUBLIC BENEFITS AGREEMENT ("Agreement") is made and entered into as of the _ day of _____, ____, by and between the CITY OF CHICAGO, an Illinois municipal corporation, having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), and PALMET VENTURE, L.L.C., an Illinois limited liability company, having its principal address at 134 North LaSalle Street, Suite 906, Chicago, Illinois ("Developer").

W I T N E S S E T H :

WHEREAS, the City, the Developer and American National Bank and Trust Company of Chicago, not personally but as trustee under a Trust Agreement dated November 19, 1996 and known as Trust No. 1223323-01, have executed that certain Central Loop Redevelopment Agreement - Palmet Venture, L.L.C. dated _____, ____ ("Redevelopment Agreement") relating to the Developer's renovation of the existing improvements located on the property at 134 North LaSalle Street and 171 West Randolph Street, Chicago, Illinois, and to the Developer making certain other related public improvements; and

WHEREAS, all capitalized terms in this Agreement, unless otherwise defined herein, shall have the meanings ascribed for them in the Redevelopment Agreement; and

WHEREAS, in consideration of the City entering into the Redevelopment Agreement and providing the City Funds towards the cost of the Project pursuant to the terms of the Redevelopment Agreement, and as required in the Redevelopment Agreement, Developer has agreed to provide to the City certain public benefits, all as described more fully below:

NOW THEREFORE, in consideration of the foregoing preambles, each of which is made a contractual part hereof, and of the mutual covenants and agreements contained herein and in the Redevelopment Agreement, the parties agree as follows:

1. Public Benefits Program. Developer shall provide, or shall cause the tenant of the Developer which shall operate the Palace Theater (the "Tenant") to provide, as public benefits to the City, the cash, cash equivalent and in-kind contributions, services, programs and benefits set forth in Schedule 1 attached hereto and incorporated herein by this reference ("Public Benefits Program") . The Public Benefits Program is primarily intended to be derived from the ownership and operation of the Palace Theater by Developer and Tenant, but is also to include broader contributions predicated upon the general expertise of Developer and Tenant in producing live theater entertainment and developing and managing live theater venues for that purpose. Developer's commitment and

agreement to provide the Public Benefits Program shall last for the Term of the Agreement.

2. Reporting. Semi-annually during the first week of January and the first week of July of each year during the Term of the Agreement, Developer shall submit a general activity report for the Public Benefits Program covering the preceding semi-annual period and, to the extent feasible and foreseeable, projecting activities anticipated to occur for the upcoming semi-annual period with respect to the Public Benefits Program. Such reports shall be addressed and submitted to the Department of Planning and Development of the City (to the attention of the City's Commissioner of Planning and Development) at the address therefor set forth in Paragraph 4 below.

3. Default. Failure of Developer to comply with the terms and conditions of this Agreement, which failure continues uncured for a period of sixty (60) days after written notice of default from the City, shall be a default hereunder and shall be considered an Event of Default under the Redevelopment Agreement.

4. Notice. Any notice or submission required or desired to be given pursuant to or in connection with this Agreement shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: City of Chicago
Department of Planning and Development
Room 1000, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Attn: Commissioner

If to Developer: Palmet Venture, L.L.C.
134 North LaSalle Street, Suite 906
Chicago, Illinois 60602
Attn: Michael Moyer

Notices and submissions are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, submissions or other communications shall be sent.

5. Headings. The headings of the various Paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

6. Governing Law. This Agreement shall be governed by and

construed in accordance with the laws of the State of Illinois.

7. Entire Agreement. This Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof. This Agreement may not be modified or amended in any manner other than by written agreement executed by the parties.

8. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

9. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights and remedies shall not operate as a waiver of such rights or remedies or operate to deprive the City of or limit such rights in any way. No waiver by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

10. Cumulative Remedies. The City may exercise all remedies provided by law or in equity in the event of a default hereunder. All remedies shall be cumulative and the exercise of any one or more remedies shall not be construed as a waiver of any other remedies.

11. Disclaimer. No provision of this Agreement, nor any act of the City, shall be deemed or construed by Developer, or by any third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

12. Binding Effect. This Agreement shall be binding on the parties hereto, their successors and assigns.

13. Term. The term hereof shall be for the Term of the Agreement (as defined in the Redevelopment Agreement). However, the term may be amended and extended by written agreement of the parties.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

PALMET VENTURE, L.L.C., an Illinois limited liability company

By: _____

Its: _____

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Christopher R. Hill
Commissioner of Planning
and Development

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SCHEDULE I

(Public Benefits Program)

During the Term of the Agreement:

A. Developer shall provide or cause Tenant to provide complimentary tickets to performances open to the general public at the Palace Theater. The complimentary tickets shall be made available for various public purposes such as to provide a cultural experience that would not otherwise be affordable for economically disadvantaged families and persons. The number of tickets to be provided by Developer is intended to be a total of 2,000 tickets over a term of ten years (commencing on the date that the City has issued a Certificate with respect to the Palace Theater) to productions in which Tenant is the exclusive producer of the play. The Developer is not required to provide tickets to productions in which Tenant is not the exclusive producer of the play (which shall be deemed to refer to (i) shows booked by Tenant as a "presenter", (ii) shows where the Palace Theater has been rented, or (iii) shows in which Tenant is one of several producers). In the event Tenant is able to provide tickets to shows in which Tenant is not the exclusive producer, Tenant may do so at its sole discretion and such tickets shall be applied toward fulfillment of the above-stated requirement. Tickets shall be distributed to eligible recipients by Developer in coordination with representatives and officials of the City's Department of Human Services or not-for-profit agencies located in Chicago. The identity of the representatives of such agencies is to be agreed upon by the parties. At Developer's sole discretion, some or all of the tickets to be made available by Developer may be for "rush" seats and available at or near the time of performance.

B. Developer shall provide or cause Tenant to provide use of the auditorium, or other suitable area for smaller festivities, of the Palace Theater for various civic and community events for up to two (2) days per calendar year (prorated for less than a full calendar year) . The arrangements for any such use shall be coordinated through the City's Department of Cultural Affairs and all requests made to Developer for the use of such space shall be made in writing no earlier than sixty (60) days prior to the proposed date when the space is to be utilized. The approval by Developer to the use of such space shall not be unreasonably withheld or delayed if the auditorium is available (it being acknowledged that the auditorium may not be available due to conflict with performances, rehearsals or load-in and load-outs of shows and other events at the theater), the civic and community event will not interfere with show sets and other props on stage and the user agrees to comply with Developer's and Tenant's customary terms for usage

of the auditorium. Developer agrees that no rental will be charged with the view of making a profit for such usage for the aforesaid limited number of days per year but Developer and Tenant shall be reimbursed their costs directly related to such usage that Developer and Tenant would not otherwise incur but for such usage including, without limiting the generality of the foregoing, Developer's and Tenant's costs for providing all or any of set-up, security, ushering, backstage services, and clean-up. Developer shall provide the user an estimate of the costs to be incurred for the particular usage of the auditorium at the time of booking and may require a deposit or installments to secure the booking. Following the event, Developer and Tenant shall be reimbursed for all costs not previously paid within fifteen (15) days of submission of an invoice and details of all of Developer's and Tenant's costs. At Developer's option and with user's concurrence, Developer may quote a fixed fee to cover its estimated costs.

(Sub)Exhibit "O".
(To Redevelopment Agreement With
Palmet Venture L.L.C.)

Agreement To Provide Assistance To
The Chicago School Reform
Board Of Trustees.

THIS AGREEMENT TO PROVIDE ASSISTANCE TO THE CHICAGO SCHOOL REFORM BOARD OF TRUSTEES ("Agreement") is made and entered into as of the _ day of _____, ____, by and between the CITY OF CHICAGO, an Illinois municipal corporation, having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and PALMET VENTURE, L.L.C., an Illinois limited liability company, having its principal address at 134 North LaSalle Street, Suite 906, Chicago, Illinois ("Developer").

W I T N E S S E T H :

WHEREAS, the City, the Developer and American National Bank and Trust Company of Chicago, not personally but as trustee under a Trust Agreement dated November 19, 1996 and known as Trust No. 1223323-01, have executed that certain Central Loop Redevelopment Agreement - Palmet Venture, L.L.C. dated _____, ____ ("Redevelopment Agreement") relating to the Developer's renovation of the existing improvements located on the property at 134 North LaSalle Street and 171 West Randolph Street, Chicago, Illinois, and to the Developer making certain other related public improvements; and

WHEREAS, all capitalized terms in this Agreement, unless otherwise defined herein, shall have the meanings ascribed for them in the Redevelopment Agreement; and

WHEREAS, in consideration of the City entering into the Redevelopment Agreement and providing the City Funds towards the cost of the Project pursuant to the terms of the Redevelopment Agreement, and as required in the Redevelopment Agreement, Developer has agreed to provide assistance to the Chicago School Reform Board of Trustees ("School Reform Board") and various services, opportunities and programs benefitting the students of the City's public schools in general and sponsored public schools in particular, all as described more fully below:

NOW, THEREFORE, in consideration of the foregoing preambles, each of which is made a contractual part hereof, and of the mutual covenants and agreements contained herein and in the Redevelopment Agreement, the parties agree as follows:

1. School Assistance Program. Developer shall provide, or shall cause the tenant of the Developer which shall operate the Palace Theater (the "Tenant") to provide, as assistance to the School Reform Board and benefits to the City's public schools and the students thereof, the cash, cash equivalent and in-kind contributions, services, programs and benefits set forth in Schedule I attached hereto and incorporated herein by this reference ("School Assistance Program"). The School Assistance

Program is primarily intended to be derived from the ownership and operation of the Palace Theater by Developer and Tenant, but also to include broader contributions predicated upon sponsoring a public school as a school of performing arts by virtue of the general expertise of Developer and Tenant in producing live theater entertainment. Developer's commitment and agreement to Provide the School Assistance Program shall last for the Term of the Agreement.

2. Reporting. Semi-annually during the first week of January and the first week of July of each year during the Term of the Agreement, Developer shall submit a general activity report for the School Assistance Program covering the preceding semi-annual period and, to the extent feasible and foreseeable, projecting activities anticipated to occur for the upcoming semi-annual period with respect to the School Assistance Program. Such reports shall be addressed and submitted to the Department of Planning and Development of the City (to the attention of the City's Commissioner of Planning and Development) with a copy to the School Reform Board (to the attention of its President), in each case at the address therefor set forth in Paragraph 4 below.

3. Default. Failure of Developer to comply with the terms and conditions of this Agreement, which failure continues uncured for a period of sixty (60) days after written notice of default from the City, shall be a default hereunder and shall be considered an Event of Default under the Redevelopment Agreement.

4. Notice. Any notice or submission required or desired to be given pursuant to or in connection with this Agreement shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City:
City of Chicago
Department of Planning and Development
Room 1000, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Attn: Commissioner

with a copy to:
Chicago School Reform Board of Trustees
1819 West Pershing Road
6 East (North)
Chicago, Illinois 60609
Attn: President

If to Developer:
Palmet Venture, L.L.C.
134 North LaSalle Street, Suite 906
Chicago, Illinois 60602
Attn: Michael Moyer

Notices and submissions are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, submissions or other communications shall be sent.

5. Headings. The headings of the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Entire Agreement. This Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof. This Agreement may not be modified or amended in any manner other than by written agreement executed by the parties.

8. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

9. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights and remedies shall not operate as a waiver of such rights or remedies or operate to deprive the City of or limit such rights in any way. No waiver by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

10. Cumulative Remedies. The City may exercise all remedies provided by law or in equity in the event of a default hereunder. All remedies shall be cumulative and the exercise of any one or more remedies shall not be construed as a waiver of any other remedies.

11. Disclaimer. No provision of this Agreement, nor any act of the City, shall be deemed or construed by Developer, or by any third persons, to create any relationship of third-party beneficiary (except for the express benefits intended for the School Reform Board in the sponsorship of a public school as a school for the performing arts), or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

12. Binding Effect. This Agreement shall be binding on the parties hereto, their successors and assigns.

13. Term. The term hereof shall be for the Term of the Agreement (as defined in the Redevelopment Agreement). However, the term may be amended and extended by written agreement of the parties.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

PALMET VENTURE, L.L.C., an Illinois limited liability company

By: _____

Its: _____

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Christopher R. Hill
Commissioner of Planning
and Development

SCHEDULE 1

(School Assistance Program)

During the Term of the Agreement:

A. Developer, once the Palace Theater is redeveloped and open for business, agrees to provide or cause Tenant to provide educational programs substantially along the lines of those described in general in Exhibit A attached hereto and incorporated herein by this reference, as such programs may be expanded, replaced or altered from time to time but always with the view of providing worthwhile and educational benefits to the students of the City's public schools and their educators ("General Education Program"). The General Education Program is intended to provide on average annual monetary and in-kind benefits of at least $50,000.00, as adjusted bi-annually for inflation. As the General Education Program is made more specific from time to time with respect to a particular production at the Palace Theater, such information shall be made available in a timely manner to the School Reform Board. The General Education Program, as part of the School Assistance Program, shall be coordinated by Developer with the proper officials of the School Reform Board with the view of providing a fair distribution of benefits throughout the entire City public school system.

B. As part of the School Assistance Program, Developer shall sponsor a public school designated from time to time as a school for performing arts by the School Reform Board because of special programs being offered, or to be offered, at such school beyond those normally provided to make available specialized training and education in the performing arts, including music, song and acting that are integral to live theater. Such sponsorship shall include workshops, guest lecturing and financial sponsorship in an amount not to exceed $10,000.00 per school year, as adjusted bi-annually for inflation ("Sponsorship Program"). The broad outline of the Sponsorship Program contained herein is subject to refinement through negotiation and coordination conducted in good faith between Developer, Tenant and the School Reform Board (or designee thereof).

PD33\Bismarck\mortgdoc.3

EXHIBIT Q

MORTGAGE

THIS MORTGAGE ("Mortgage") is made as of this _____ day _____, 199_ from American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated November 19, 1996 and known as Trust No. 122332-01 (the "Trust"), and Palmet Venture, L.L.C., an Illinois limited liability company and the sole beneficiary of the Trust (the "Developer") (the Trust and the Developer collectively referred to herein as the "Mortgagor"), to the CITY OF CHICAGO, an Illinois municipal corporation, having its principal office at City Hall, Chicago, Illinois 60602 ("City" or "Mortgagee").

RECITALS

WHEREAS, the City Council of the City, by ordinance adopted _____, 199_, authorized the execution by Mortgagor and the City of that certain "Central Loop Redevelopment Agreement - Palmet Venture, L.L.C." dated as of _____, 199_ (such agreement, as amended, supplemented or modified, the "Redevelopment Agreement"); and

WHEREAS, all terms, unless defined herein, shall have the meaning ascribed for them in the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement provides inter alia for the Developer to renovate the building located on certain real property previously acquired by the Trust and legally described in Exhibit A attached hereto (for purposes of this Mortgage, the "Land"); and

WHEREAS, the Project shall be undertaken by Mortgagor in part by utilizing the City Funds, in the maximum aggregate amount of $17,600,000, to pay for or reimburse the Developer for costs incurred for certain Redevelopment Project Costs, as are further described in the Redevelopment Agreement; and

WHEREAS, the City Funds have been derived from the proceeds of the City's Tax Increment Allocation Bonds (Central Loop Redevelopment Project) Series 1997, and any use of the City Funds

must be in accordance with any laws, regulations and ordinances governing the use of such funds, including, without limitation, the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. ("TIF Act"); and

WHEREAS, as consideration for the use of the City Funds to complete the Project as well as the receipt of other benefits from the City as are described in the Redevelopment Agreement, Mortgagor has agreed to construct the Project in accordance with the terms and conditions of the Redevelopment Agreement, and, until the expiration of the Term of the Agreement, to abide by certain use, performance and job creation covenants running with and affecting the Land as are set forth in subsection 8.06 of the Redevelopment Agreement (such covenants relating to construction of the Project, use, performance and job creation referred to collectively herein as the "Use and Performance Covenants"); and

WHEREAS, the failure of the Developer to perform under the Use and Performance Covenants of the Redevelopment Agreement described above shall give rise to a Payment Obligation of the Developer to the City as described in Section 4.03(c) of the Redevelopment Agreement; and

WHEREAS, the City is desirous of securing the Payment Obligation of the Developer described in the Redevelopment Agreement;

NOW, THEREFORE, to secure the performance and observance by Mortgagor of its Payment Obligation and the covenants conditions and agreements of this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto, Mortgagee and its successors and assigns forever, all of the following rights, interests, claims and property (which is hereinafter sometimes referred to as "Mortgaged Property"), subject to the title matters, liens and encumbrances set forth in Exhibit B attached hereto:

(A) The Land, together with all easements, water rights, hereditaments, mineral rights and other rights and interests appurtenant thereto;

(B) All buildings, structures and other improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Project, all fixtures or attachments of every kind and nature whatsoever now or hereafter owned by Mortgagor which are or shall be attached to, located in or on, forming a part of, used or intended to be used in connection with or incorporated in the Land or such buildings, structures and other improvements, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) All tenements, easements, rights-of-way and rights used as a means of access to the Land and Improvements and appurtenances thereto now or hereafter belonging or pertaining thereto;

(D) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

(E) all right, title and interest of Mortgagor in and to all fixtures, personal property of any kind or character now or hereafter attached to, contained in and used or useful in connection with the Land or the Improvements, together with all furniture, floor covering, fittings, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature, now or hereafter located in, upon or affixed to the Land or the Improvements, or used or useful in connection with any present or future operation of the Land or the Improvements, including, but not limited to, all apparatus and equipment used to supply heat, gas, air conditioning, water, light, power, refrigeration, electricity, plumbing and ventilation, including all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing, and all proceeds therefrom (the "Equipment");

(F) all of the estate, interest, right, title or other claim or demand which Mortgagor now has or may acquire with respect to (i) proceeds of insurance in effect with respect to the Land, the Improvements or the Equipment, and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of all or any portion of the Land, the Improvements or the Equipment;

(G) all intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of Mortgagor, including, but not limited to cash, accounts receivable, bank accounts, certificates of deposit, rights (if any) to amounts held in escrow, deposits, judgments, liens and causes of action, warranties and guarantees, relating to the Land, the Equipment or the Improvements;

(H) all other property rights of Mortgagor of any kind or character related to all or any portion of the Land, the Improvements or the Equipment; and

(I) the proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding clauses.

All of the Land, Improvements, estate and property hereinabove described, real, personal and mixed, whether or not affixed or

annexed, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the Land and Improvements and to be appropriated to the use thereof, and shall for the purposes of the Mortgage deemed to be conveyed and mortgaged hereby; provided, however, as to any property, aforesaid which does not so form a part and parcel of the Land and Improvements, the Mortgage is hereby deemed also to be a Security Agreement under the Uniform Commercial Code of the State of Illinois (the "Code") for the purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee as secured party (as defined in the Code) and as also contemplated and provided for in Section 5.4 hereof.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Code, a security interest in all of the above-described property which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) the performance by the Developer of the Payment Obligation, and (b) performance of each and every of the covenants, conditions and agreements contained in this Mortgage.

SECTION I

INCORPORATION OF RECITALS

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION II

COVENANTS, REPRESENTATIONS; AND WARRANTIES

The Developer covenants, represents and warrants and the Trust represents to Mortgagee that:

2.1 Taxes and Assessments,

(a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written

request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed or is otherwise in compliance with the applicable provisions of the Redevelopment Agreement with respect thereto.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.2 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as are required of Mortgagor by the Redevelopment Agreement, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be cancelled, except upon sixty (60) days prior written notice to Mortgagee.

2.3 Maintenance of the Property,

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste thereof, and shall keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property upon reasonable prior notice at reasonable times to assure compliance with the terms of the Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

2.4 Subordination.

Mortgagee by acceptance of the Mortgage acknowledges that the Mortgage shall be subject and subordinate in all respects to any mortgage from Mortgagor (the "First Mortgage") in favor of a lender providing Lender Financing for the Project ("Senior Lender") which has been reflected as Lender Financing in the Redevelopment Agreement, and shall also be subordinate to any mortgage(s) (all such mortgages, a "Permanent Mortgage") that replace the First Mortgage (or any Permanent Mortgage) and which secure financing in a principal amount not to exceed (i) the original principal amount of the senior financing provided by such Senior Lender and (ii) the amount of Equity contributed by the Developer under the Redevelopment Agreement (including the Theater Equity). The agreement by the Mortgagee to be subordinate to a Permanent Mortgage on the terms hereunder shall be reflected by a subordination agreement between the Mortgagee and the Senior Lender named as the mortgagee under such Permanent Mortgage, at the request of such Senior Lender.

2.5 Land Trust.

The trust agreement pursuant to which the Trust holds the Land is a "land trust" as said term is defined in Section 5/15-1205 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq., as amended, supplemented and restated from time to time.

SECTION III

RECAPTURE PROVISIONS

3.1 Generally.

The maximum aggregate amount of the Payment Obligation under the Redevelopment Agreement is $13,100,000, and such amount is subject to reduction as set forth in Sections 4.03(c) and 8.26 of the Redevelopment Agreement. Pursuant to the terms of the Redevelopment Agreement, Mortgagor, from the execution date of the Mortgage until the expiration of the Term of the Agreement (such time period to be referred to as the "Enforceability Period"), shall construct the Project in accordance with the terms and conditions of the Redevelopment Agreement, and shall, until the expiration of the Term of the Agreement, abide by the other Use and Performance Covenants.

3.2 Recapture.

If, during the Enforceability Period, Mortgagor fails to construct the Project in accordance with the terms and conditions of the Redevelopment Agreement, or subsequent to the issuance of the Certificate by the City, fails to perform in accordance with the other Use and Performance Covenants, and after the delivery of

written notice and the expiration of any applicable cure period (as described in Section 15 of the Redevelopment Agreement) the City shall be entitled to recapture, and Mortgagor shall be obligated to pay the City, an amount equal to the funds then subject to recapture (as described in Section 3.1 above).

3.3 Release of Mortgage.

Upon the expiration of the Enforceability Period, if Mortgagor has complied with the Use and Performance Covenants to the satisfaction of Mortgagee, then Mortgagor shall be deemed to have fully complied with the provisions contained in the Mortgage, and Mortgagor shall be under no further obligation to Mortgagee. In such event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage. Said release shall be in recordable form.

SECTION IV

DEFAULT

4.1 Events of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean the failure by Mortgagor to duly observe or perform any material term, covenant, condition, or agreement of the Mortgage or the Use and Performance Covenants after the expiration of all cure periods as provided herein or in the Redevelopment Agreement.

4.2 Acceleration; Cure.

(a) If an Event of Default shall have occurred under the Redevelopment Agreement (with respect to the Use and Performance Covenants) or the Mortgage, and shall have continued for thirty (30) days following the receipt of notice thereof from Mortgagee to Mortgagor, the amount of the Payment Obligation for which Mortgagor is then liable (as determined by Section 3.1 above in accordance with Section 4.03(c) of the Redevelopment Agreement) and secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default; provided, further, that no such notice and cure provisions described above shall apply with respect to an Event of Default arising from the failure by Mortgagor to perform the Use and Performance Covenants, as the notice and cure periods of the Redevelopment Agreement shall apply to such Event of Default.

(b) Except as otherwise permitted by the terms of the Redevelopment Agreement or by Mortgagee's written consent, any sale, partial sale, refinancing, syndication or other disposition of all or substantially all of the Mortgaged Property (other than in the ordinary course of the Mortgagor's business) shall entitle the Mortgagee to declare the Payment Obligation for which Mortgagor is then liable (as determined by Section 3.1 above and in accordance with Section 4.03(c) of the Redevelopment Agreement) and secured hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Code, will not be an Event of Default under the Mortgage, provided Mortgagor, if requested to do so by Mortgagee, executes such documents as may be necessary or deemed appropriate to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures.

4.3 Remedies.

(a) Subject to the rights of the Senior Lender, when the Payment Obligation hereby secured, or any part thereof, shall become due on an Event of Default, Mortgagee shall have the right to foreclose the lien hereof for such obligation or part thereof. The Mortgage may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee under the Mortgage, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers, fees, outlays for documentary and expert evidence, stenographers, charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature as described in this Section 4.3, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the

Mortgage; (iii) all amounts to be paid pursuant to the recapture provisions described in the Redevelopment Agreement with respect to the Payment Obligation; and (iv) any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of the Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Subject to the rights of the Senior Lender, Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the

monies and proceeds so received by Mortgagee to payment of the Payment Obligation. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.

4.4 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

4.5 Purchase by Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price; provided, however, that the Senior Lender has been paid in full.

4.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

4.7 Waiver.

No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or' remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by the Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

SECTION V

MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns.

The Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors and assigns. Whenever a reference is made in the Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor or Mortgagee, as applicable.

5.2 Terminology.

All personal pronouns used in the Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of the Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

5.3 Severability.

If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.4 Security Agreement.

The Mortgage shall be construed as a "Security Agreement" within the meaning of, and shall create a security interest under, the Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property in which such a security interest is intended to be granted as provided in the Mortgage; provided, that such security interest shall also be subordinate to any security interest granted in the Mortgaged Property by the Mortgagor in favor of the Senior Lender. Mortgagee shall have all the rights with respect to such fixtures and personal property afforded to it by said Code in addition to, but not in limitation of, the other rights afforded Mortgagee by the Mortgage or any other agreement.

5.5 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

5.6 No Merger.

It being the desire and intention of the parties that the mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, the Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.7 Applicable Law.

This Mortgage is submitted to the City at City Hall in the City of Chicago, State of Illinois, and shall be deemed to have been made thereat. This Mortgage shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Illinois. Mortgagor, in order to induce the City to accept this Mortgage, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Mortgage shall be litigated, at the City's sole discretion and election, only in courts having a situs within the County of Cook, State of Illinois. Mortgagor hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state. To the extent permitted by law, Mortgagor' hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in any litigation based hereon, or arising out of, under or in connection with this Mortgage and any agreement contemplated to be executed in conjunction herewith. This provision is a material inducement for the City to enter into the Redevelopment Agreement with Mortgagor.

5.8 Trustee Liability. [Trustee exculpation language to be inserted.]

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IN WITNESS WHEREOF, the undersigned have caused this Mortgage to be executed as of the day and year first above written.

ATTEST:

By: _____

Its: _____

PALMET VENTURE, L.L.C., an Illinois limited liability company

By: _____

Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 17, 1996 and known as Trust No. 122332-01

By: _____

Its: _____

Prepared by and to be returned to:

Paul Davis
Assistant Corporation Counsel
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of Palmet Venture, L.L.C., an Illinois limited liability company (the "Company"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Company, as their free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 199_.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust Agreement dated November 19, 1996 and known as Trust No. 122332-01, an Illinois corporation (the "Trustee"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Trustee, as their free and voluntary act and as the free and voluntary act of the Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 199_.

_____
Notary Public

My Commission Expires_____

(SEAL)

[(Sub)Exhibits "A" and "B" referred to in this Mortgage unavailable at time of printing.]

AUTHORIZATION OF TAX LEVY FOR SPECIAL SERVICE AREA NUMBER 1.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 1, having had the same under advisement, begs leave to report and recommend that your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time; and

WHEREAS, On July 7, 1977, as amended by an ordinance enacted on November 17, 1993, as further amended by an ordinance enacted on December 21, 1994, as further amended by an ordinance enacted on December 11, 1996, the City Council of the City of Chicago enacted an ordinance (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 1 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of .00405 of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory including those properties fronting on State Street between Wacker Drive and Congress Parkway; and

WHEREAS, The Establishment Ordinance provided for the appointment of a commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Transportation and to the City Council its recommendation for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1998, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 1997 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The budget for the Area for fiscal year 1998 is Two Million Twenty-three Thousand Dollars ($2,023,000); and

WHEREAS, The Commission advised the Mayor and the City Council concerning the annual tax to be levied in Special Service Area Number 1 for the 1997 tax year that a tax of One Million Fifty Thousand Dollars ($1,050,000) be imposed to provide said Special Services; and

WHEREAS, It is anticipated that the Commission will recommend a service provider agreement and a contractor therefor to the Mayor and to the City

Council in the near future for the provision of the Special Services funded by the Services Tax; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum of One Million Fifty Thousand Dollars ($1,050,000) for the purposes of providing the Special Services in and for the Area, the source of funding for such amount to be the tax levy described in Section 3 below. Such sum of One Million Fifty Thousand Dollars ($1,050,000) shall be expended pursuant to a service provider agreement to be authorized by the City Council.

SECTION 3. Levy Of Taxes. Pursuant to, and consistent with the Commission's advice as to the amount of taxes to be levied against all taxable property in the Area for the 1997 tax year, the City Council of the City of Chicago hereby approves and levies such tax in the amount of One Million Fifty Thousand Dollars ($1,050,000) for the tax year 1997 for the Area. Such tax levy shall, however, in no event exceed the amount of .00405 of the assessed value, as equalized, of taxable property within the Area.

SECTION 4. Filing. The City Clerk is hereby authorized and directed to file a certified copy of this ordinance with the Clerk of the County of Cook (the "County Clerk") pursuant to 35 ILCS 200/27-5, et seq., on or prior to December 30, 1997, noting that Fund 326 is the budget for the Area for 1998, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, such Services Tax to be extended for collection by the County Clerk for the tax year 1997 against all taxable property within the Area, the amount of such Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

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

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof,

which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

EXEMPTION OF JACKSON PARK HOSPITAL FROM PAYMENT OF ALL CITY PERMIT AND INSPECTION FEES FOR RENOVATION OF BUILDING AT 7531 SOUTH STONY ISLAND AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Dixon (8th Ward) exempting Jackson Park Hospital from payment of all city permit and license fees, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Street 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 Jackson Park Hospital, 7531 South Stony Island Avenue, for the renovation of an existing building on the premises known as 7531 South Stony Island 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.

EXEMPTION OF DE PAUL UNIVERSITY FROM PAYMENT OF ALL CITY PERMIT AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Bernardini (43rd Ward) exempting DePaul University from payment of all city permit and license fees for the year 1998, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas – Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, 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, a not-for-profit Illinois corporation, related to erection and maintenance of various buildings within its Lincoln Park Campus (mailing address: Schmidt Center, 2320 North Kenmore Avenue).

Said buildings and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. DePaul University, a not-for-profit Illinois corporation, with its Lincoln Park campus located at 2320 North Kenmore Avenue, engaged in cultural, educational and related activities, shall be exempt from the payment of City license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. DePaul University shall be entitled to a refund of City fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1998.

EXEMPTION OF FIELD FOUNDATION OF ILLINOIS FROM PAYMENT OF ALL CITY PERMIT AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Natarus (42nd Ward) exempting Field Foundation of Illinois from payment of all city permit and license fees for the year 1998, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Field Foundation of Illinois, a not-for-profit Illinois Corporation, related to erection and maintenance of various buildings located at 200 South Wacker Drive, Chicago, Illinois.

Said buildings and all appurtenances thereto shall be used exclusively for

charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Field Foundation of Illinois, a not-for-profit Illinois corporation, located at 200 South Wacker Drive, engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees, and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. Field Foundation of Illinois, shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1998.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 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.

Respectively 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 (various locations)	F4-710477 (Mech. Vent.)	$ 80.00
	F4-711190 (Mech. Vent.)	100.00
Jane Addams Hull House 3212 North Broadway	B3-704289 (Pub. Place of Assemb.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Northwestern Memorial Hospital 333 East Superior Street	B3-703876 (Pub. Place of Assemb.)	$ 60.00
Resurrection Day Care Center 1849 North Hermitage Avenue	P1-704089 (Fuel Burn. Equip.)	90.00
Saint Elizabeth Hospital 1431 North Claremont Avenue	Invoice Numbers 96840113560 and 96840117168	300.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	Account Number R03299252-A (Sign)	291.00
	Account Number R03309244-A (Sign)	422.00

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY SAINT MARY OF NAZARETH HOSPITAL CENTER.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Gabinski (32nd Ward) authorizing the reduction in license fees for the employment of special police at Saint Mary of Nazareth Hospital

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 thirty-five (35) special police and shall pay a fee of Ten and no/100 Dollars ($10.00) per license for the period of November 15, 1997 to November 14, 1998:

Saint Mary of Nazareth Hospital Center
2233 West Division Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, December 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 fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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
58873 through 58884 of
this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department.

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALDAY	MARTHA S	POLICE OFFICER	SEVENTEENTH DISTRICT	1/30/97	143.00
ALEXANDER	BEVERLY	POLICE OFFICER	FIFTEENTH DISTRICT	8/05/97	1926.10
ALLEN	DENITRA	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/04/97	486.49
AMEZQUITA	SONIA	POLICE OFFICER	THIRTEENTH DISTRICT	11/15/96	1380.00
AMMONS	MARILYN J	POLICE OFFICER	SECOND DISTRICT	6/10/97	24.00
ANDREWS	PATRICK A	POLICE OFFICER	TWENTIETH DISTRICT	7/20/97	180.00
ANTHONY	FREDERICK	POLICE OFFICER	SEVENTH DISTRICT	8/29/97	414.20
ASHBURY	TERRY C	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	4/08/97	700.00
AVILES	DAVID	POLICE OFFICER	TWENTIETH DISTRICT	6/07/96	197.30
BAEZ	RONALD N	POLICE OFFICER	FOURTH DISTRICT	5/27/97	199.00
BAHR	KEVIN Y	POLICE OFFICER	MARINE UNIT	7/19/97	777.00
BAILEY	CEDRIC I	POLICE OFFICER	SECOND DISTRICT	8/19/97	326.90
BANAS	RONALD W	POLICE OFFICER	TWENTIETH DISTRICT	4/28/97	257.60
BARKSDALE	THOMAS J	POLICE OFFICER	SEVENTH DISTRICT	8/31/97	200.89
BARNES	DENNIS	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/30/97	514.70
BARNES	DONALD E JR	POLICE OFFICER	RECRUIT TRAINING	7/16/97	112977.36
BARNES-RHODES	KELLY M	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/29/97	330.67
BARNETT	JAMES M	POLICE OFFICER	SEVENTH DISTRICT	3/18/97	264.00
BARNEY	WALTER	POLICE OFFICER	FOURTH DISTRICT	6/14/97	470.00
BEACH	RONALD	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/08/96	100.00
BELASCHKY	CARL	POLICE OFFICER	SEVENTEENTH DISTRICT	8/01/97	791.00
BELCASTRO	ANTHONY T	POLICE OFFICER	EIGHTEENTH DISTRICT	9/04/97	28.00
BELLA	JEFFREY R	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/20/97	371.25
BENNETT	VIRGINIA	POLICE OFFICER	SEVENTH DISTRICT	7/19/97	353.00
BERKHEISER	RONALD D	POLICE OFFICER	NINETEENTH DISTRICT	7/23/97	243.60
BETANCOURT	WILLIAM	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/97	159.00
BLOCK	TAMMRA J	POLICE OFFICER	RECRUIT TRAINING	8/13/97	285.07
BOHAN	CECILA	POLICE OFFICER	SEVENTH DISTRICT	8/23/97	918.50
BOLTON	LENOA V	POLICE OFFICER	FIFTH DISTRICT	7/23/97	100.00
BONIFAZI	RAFAEL	POLICE OFFICER	NINETEENTH DISTRICT	8/05/97	282.80
BORJA	RAFAEL A	POLICE OFFICER	EIGHTH DISTRICT	8/26/97	666.96
BORKOWSKI	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/06/96	40.00
BOUDREAU	DANIEL R	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/07/97	348.80
BOUDREAU	KENNETH J	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	2/14/97	34.00
BOYD	JACQUE	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	12/27/94	6413.60
BOYKE	EVELYN S	POLICE OFFICER	TENTH DISTRICT	8/22/97	78.00
BOYLAN	JAMES T	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	8/25/97	622.62
BRADLEY	CLARENCE	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	1/11/97	42.70
BRADLEY	JUANITA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/02/97	1873.86
BREZINSKI	MICHAEL B	POLICE OFFICER	NINETEENTH DISTRICT	8/22/97	126.00
BRIDGES	ROBERT M	POLICE OFFICER	TWENTIETH DISTRICT	7/25/97	169.89
BRIGGS	RUSSELL C	POLICE OFFICER	ELEVENTH DISTRICT	7/08/97	457.75
BROGAN	WILLIAM E	POLICE OFFICER	EIGHTH DISTRICT	8/14/97	143.00
BROWN	DAVID S	POLICE OFFICER	SECOND DISTRICT	8/09/97	252.50
BROWN	KERRY	POLICE OFFICER	SEVENTEENTH DISTRICT	5/04/97	48.00
BROWN	KERRY	POLICE OFFICER	SEVENTEENTH DISTRICT	8/08/97	2262.50
BROWN	SHIRLEY	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/18/96	230.00
BROWN	SHIRLEY	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	3/06/97	290.80
BRUNO	MARCO M	POLICE OFFICER	ELEVENTH DISTRICT	8/15/97	205.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BRYA	JOHN M	POLICE OFFICER	MOUNTED UNIT	4/28/95	641.00
BUEHLER	COLETTE	POLICE OFFICER	SECOND DISTRICT	8/04/97	147.50
BUENROSTRO	MARCUS L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/09/97	233.86
BUGLIO	WILLIAM	POLICE OFFICER	NINTH DISTRICT	7/22/97	86.00
BUNGE	LAWRENCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/16/97	2410.00
BURKE	JOHN J	POLICE OFFICER	EIGHTH DISTRICT	8/12/97	904.50
BURSONI	ERNEST	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/25/97	558.47
BUSCH	STEVE D	POLICE OFFICER	RECRUIT TRAINING	7/28/97	674.44
BUTLER	DARWIN	POLICE OFFICER	SEVENTH DISTRICT	4/17/97	68.00
BUTVILL	HOWARD P	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/07/97	249.80
BUTZEN	JULIE A	POLICE OFFICER	FOURTEENTH DISTRICT	8/02/97	212.44
CANO	JUAN	POLICE OFFICER	FIFTH DISTRICT	9/02/97	603.69
CANTRELL	LOLITA M	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/16/97	382.52
CARLI	LISA D	POLICE OFFICER	THIRTEENTH DISTRICT	8/16/97	169.50
CARPENTER	HELEN L	POLICE OFFICER	EIGHTH DISTRICT	8/22/97	207.50
CARRILLO	JAMES	POLICE OFFICER	FOURTH DISTRICT	9/16/97	529.50
CARTAGENA	JOSE	POLICE OFFICER	EIGHTH DISTRICT	8/28/97	1517.80
CATALANO	DAVID	POLICE OFFICER	SEVENTEENTH DISTRICT	9/19/97	44.77
CELANO	GERALD	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/28/93	860.30
CERVENY	GEORGE B	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/05/97	260.00
CHAPMAN	SHERETT	POLICE OFFICER	SECOND DISTRICT	1/12/96	241.00
CHATMAN	AARON	POLICE OFFICER	SIXTH DISTRICT	12/11/94	116.00
CHESTER	MONICA P	POLICE OFFICER	THIRD DISTRICT	8/31/97	1060.47
CHILDS	CHARMAINE E	POLICE OFFICER	EIGHTH DISTRICT	6/15/97	326.20
CHISHOLM	COLEEN L	POLICE OFFICER	FIFTEENTH DISTRICT	5/28/97	60.00
CHUNN	WILLIAM	POLICE OFFICER	SECOND DISTRICT	5/28/97	48.00
CIKULIN	DAWN M	POLICE OFFICER	FIFTH DISTRICT	9/10/97	195.00
CIUKOWSKI	JOSEPH C	POLICE OFFICER	EIGHTEENTH DISTRICT	4/21/97	609.45
CLEMONS	MICHAEL A	POLICE OFFICER	SIXTH DISTRICT	9/04/97	665.00
CLEVELAND	CHARLES	POLICE OFFICER	THIRD DISTRICT	2/01/97	93.00
CLIFFORD	JOHN	POLICE OFFICER	SECOND DISTRICT	8/04/97	81.90
CLINKSCALE	YVETTE	POLICE OFFICER	FOURTH DISTRICT	6/26/96	236.00
CLUCAS	WILLIAM E JR	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/02/97	107.80
COBB	AARON	POLICE OFFICER	SIXTH DISTRICT	8/08/97	92.50
CODAMON	JESSE N	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/14/97	1242.35
COLEMAN	CLEVELAND	POLICE OFFICER	FIFTEENTH DISTRICT	8/02/97	649.60
COLEMAN-GREEN	TRACEY	POLICE OFFICER	SEVENTH DISTRICT	7/25/97	1050.85
COLTRI	DEAN R	POLICE OFFICER	ELEVENTH DISTRICT	8/14/97	270.00
CONLAN	TIMOTHY E	POLICE OFFICER	RECRUIT TRAINING	8/22/97	1327.50
CONWAY	JOHN A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/28/97	360.90
CONWAY	PATRICK M	POLICE OFFICER	FOURTEENTH DISTRICT	8/05/97	232.31
COOK	KIM	POLICE OFFICER	FIFTH DISTRICT	8/04/97	187.94
COOPER	RONALD H	POLICE OFFICER	SEVENTEENTH DISTRICT	7/20/97	150.75
COSENTINO	MICHAEL J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/17/97	212.43
COULTER	ISAAC JR	POLICE OFFICER	THIRD DISTRICT	3/20/96	17.90
CROSSLEY	HOSEA A	POLICE OFFICER	SIXTH DISTRICT	8/15/97	315.60
CUMMINGS	MICHAEL J	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	7/01/97	552.20
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	2/24/85	615.36
DANIELS	WILLIE	POLICE OFFICER	THIRD DISTRICT	9/15/97	1054.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DANZY	CURTIS	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/14/94	505.00
DAVIS	CLEVON	POLICE OFFICER	THIRD DISTRICT	8/20/96	307.00
DELOSSANTOS	ANTHONY R	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/26/97	106.40
DERAEDT	CRAIG A	POLICE OFFICER	SIXTEENTH DISTRICT	7/24/96	121.00
DEVITO	DON A	POLICE OFFICER	EIGHTEENTH DISTRICT	3/19/97	383.00
DEYOUNG	DEBRA L	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/96	2172.75
DIAZ	DANIEL	POLICE OFFICER	THIRTEENTH DISTRICT	9/07/97	297.50
DIMARIA	FRANK J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/11/97	130.00
DIMEO	MARK N	POLICE OFFICER	ELEVENTH DISTRICT	8/29/96	455.00
DODSON	CRYSTAL M	POLICE OFFICER	SIXTH DISTRICT	4/23/97	621.35
DORNAN-HANNUS	CAROLE A	POLICE OFFICER	NINTH DISTRICT	9/20/97	107.00
DORSEY	CONSANDRA	POLICE OFFICER	FIFTH DISTRICT	7/24/97	166.59
DOUBEK	CATHERINE M	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/24/96	423.00
DU BOISE	JOHN JR	POLICE OFFICER	THIRD DISTRICT	10/13/96	417.57
EFANTIS	JOHN J	POLICE OFFICER	FIRST DISTRICT	6/29/95	567.00
ELSTHER	JOHN J	POLICE OFFICER	NINTH DISTRICT	7/29/97	68.80
ESPINO	ROBERT	POLICE OFFICER	ELEVENTH DISTRICT	9/04/97	2729.56
ESPINOZA	CARLOS	POLICE OFFICER	TENTH DISTRICT	9/21/97	980.40
EVANS	RONALD W	POLICE OFFICER	FIFTH DISTRICT	7/19/97	598.50
FARRELL	ROBERT J	POLICE OFFICER	SEVENTEENTH DISTRICT	7/12/80	992.00
FILIPIAK	THOMAS A	POLICE OFFICER	RECRUIT TRAINING	3/11/97	158.00
FINE	MICHAEL P.	POLICE OFFICER	ELEVENTH DISTRICT	9/26/97	547.25
FLEISCHHACKER	DANNY	POLICE OFFICER	FIFTEENTH DISTRICT	9/17/97	331.98
FLORES	ENRIQUITO	POLICE OFFICER	THIRD DISTRICT	9/25/97	891.00
FORMELLER	ROBERT W	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/15/97	603.00
FOSTER	REGINALD E.	POLICE OFFICER	FOURTEENTH DISTRICT	7/06/96	583.00
FOWLER	ANNA B	POLICE OFFICER	THIRTEENTH DISTRICT	9/27/97	457.70
FOX	ANNA M	POLICE OFFICER	SEVENTH DISTRICT	5/27/97	66.00
FRANKLIN	ROBERT	POLICE OFFICER	FIFTEENTH DISTRICT	6/04/97	274.00
FRAPOLLY	WILLIAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/02/96	75.00
GAINER	TIMOTHY P	POLICE OFFICER	MOUNTED UNIT	4/28/97	2100.00
GALLAGHER	DANIEL T	POLICE OFFICER	RECRUIT TRAINING	7/28/97	675.64
GALUHN	KENNETH J	POLICE OFFICER	SEVENTEENTH DISTRICT	8/11/95	189.70
GANSHIRT	PATRICK	POLICE OFFICER	ELEVENTH DISTRICT	7/01/97	43.40
GARCIA	CESAR	POLICE OFFICER	TWENTIETH DISTRICT	6/29/97	184.80
GARCIA	JOSE J	POLICE OFFICER	TENTH DISTRICT	7/28/97	176.20
GARCIA	MAYDA	POLICE OFFICER	RECRUIT TRAINING	1/17/97	297.00
GAS	STANLEY K	POLICE OFFICER	THIRD DISTRICT	6/19/97	176.80
GEORGE	ELLIS R	POLICE OFFICER	SIXTH DISTRICT	7/01/97	16.00
GILLOTT	DAVID A	POLICE OFFICER	TWELFTH DISTRICT	6/12/95	179.20
GIPSON	LAMONT A	POLICE OFFICER	THIRD DISTRICT	9/28/97	192.00
GLYNN	JOHN F	POLICE OFFICER	NINETEENTH DISTRICT	7/26/97	56.00
GOMEZ	EDWARD	POLICE OFFICER	RECRUIT TRAINING	2/25/97	242.00
GONZALES	JAMES	POLICE OFFICER	FOURTH DISTRICT	9/16/97	491.50
GONZALEZ	GUADALUPE	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/14/97	1845.30
GONZALEZ	JACINTO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/04/96	40.00
GONZALEZ	STEPHANIE D	POLICE OFFICER	SIXTH DISTRICT	7/31/96	2749.76
GOODSON	LARRY C	POLICE OFFICER	NINETEENTH DISTRICT	7/05/97	40.25
GORSKI	STEVEN	POLICE OFFICER	TWENTIETH DISTRICT	8/17/97	33.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GOTTLIEB	GEORGE S	POLICE OFFICER	ELEVENTH DISTRICT	8/14/96	10.25
GOTTLIEB	GEORGE S	POLICE OFFICER	ELEVENTH DISTRICT	9/03/97	250.00
GRANT	LEROY O	POLICE OFFICER	FIFTEENTH DISTRICT	8/21/97	353.00
GREEN	ANDRE	POLICE OFFICER	SEVENTH DISTRICT	7/12/97	281.40
GRICKI	VICTORIA V	POLICE OFFICER	TWELFTH DISTRICT	1/11/97	126.70
GRIFFIN-LASENBY	EDDIE L	POLICE OFFICER	EIGHTEENTH DISTRICT	7/24/97	581.20
GUERRA	JIMMY	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/24/97	127.82
GUINEY	MARIKAY	POLICE OFFICER	TENTH DISTRICT	9/04/97	54.22
GUTIERREZ	ADNARDO	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	79.82
HADDON	JEFFREY	POLICE OFFICER	FOURTH DISTRICT	9/01/97	777.50
HAGGARD	JAMES P	POLICE OFFICER	EIGHTEENTH DISTRICT	12/17/95	66.00
HAGGERTY	JOHN	POLICE OFFICER	NINTH DISTRICT	7/27/97	5631.88
HAIR	LESARA R	POLICE OFFICER	FIFTH DISTRICT	7/01/97	284.36
HALSELL	NORRIS	POLICE OFFICER	SIXTH DISTRICT	7/14/97	554.10
HANIACEK	JOHN A	POLICE OFFICER	FIFTEENTH DISTRICT	3/07/97	676.20
HANLEY	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/12/97	8668.64
HARO	JORGE	POLICE OFFICER	FIFTEENTH DISTRICT	7/08/97	1159.34
HARPER	PATRICE L	POLICE OFFICER	THIRD DISTRICT	9/26/97	220.50
HARRIS	ALONZO D	POLICE OFFICER	GANG CRIME SECTION	7/03/97	1317.60
HARRIS	DALE	POLICE OFFICER	THIRD DISTRICT	7/31/97	150.00
HARRIS	JOSEPH E	POLICE OFFICER	FIFTH DISTRICT	2/12/96	1263.60
HARRIS	KEITH L	POLICE OFFICER	ELEVENTH DISTRICT	9/14/97	56.00
HARRIS	TOMMIE	POLICE OFFICER	ELEVENTH DISTRICT	7/09/97	712.50
HAYES JR	LENZIE	POLICE OFFICER	THIRD DISTRICT	3/09/97	456.00
HAYNES	MARY A	POLICE OFFICER	ELEVENTH DISTRICT	7/22/97	1007.00
HEBEIN	HERBERT V	POLICE OFFICER	SEVENTH DISTRICT	3/20/97	163.20
HEIKKILA	ROGER	POLICE OFFICER	CENTRAL DETENTION SECTION	9/15/97	275.00
HENRY	TONY C	POLICE OFFICER	SEVENTEENTH DISTRICT	6/16/97	109.85
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	UNKNOWN	3/18/97	360.00
HERRON-BLAKELY	CAROL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/96	48.00
HERVAI	KARL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/24/97	518.60
HETHCOAT	ROBERT E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/03/97	508.73
HILLER	RANDALL	POLICE OFFICER	SEVENTEENTH DISTRICT	7/02/97	111.30
HILLMAN	JOHN	POLICE OFFICER	FOURTEENTH DISTRICT	7/23/96	129.00
HINES	JEREMIAH L	POLICE OFFICER	SIXTH DISTRICT	7/22/97	150.00
HOLMES	ROBERT D	POLICE OFFICER	TWELFTH DISTRICT	2/23/97	95.20
HONESTY	ULYSSES, JR.	POLICE OFFICER	THIRD DISTRICT	7/29/97	160.00
HOWELL	DELBERT	POLICE OFFICER	THIRD DISTRICT	2/16/97	369.00
HUNDRIESER	DAVID J	POLICE OFFICER	SIXTEENTH DISTRICT	3/30/96	66.00
HUNTER	MICHAEL	POLICE OFFICER	THIRD DISTRICT	7/02/97	266.70
ILKANIC	MICHAEL C	POLICE OFFICER	TWELFTH DISTRICT	7/11/97	149.50
INSALACO	JOHN	POLICE OFFICER	EIGHTH DISTRICT	9/30/97	26.00
JABLONSKI	ARTHUR A	POLICE OFFICER	FIRST DISTRICT	3/21/97	2671.03
JACKSON	CARLA	POLICE OFFICER	THIRTEENTH DISTRICT	7/30/97	176.40
JACKSON	DAWN	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/26/97	250.00
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	2718.68
JACKSON	ERIC	POLICE OFFICER	SIXTH DISTRICT	9/10/97	710.00
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	9/10/94	1171.05
JAKOB	MARK D	POLICE OFFICER	RECRUIT TRAINING	7/01/97	252.39

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JAMISON	ERNEST	POLICE OFFICER	FOURTH DISTRICT	11/05/87	205.00
JEFFERIES	ROBERT B	POLICE OFFICER	EIGHTEENTH DISTRICT	7/14/97	183.00
JOHNSON	JERRELL K	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/23/97	230.89
JOHNSON	JOYCE	POLICE OFFICER	SEVENTH DISTRICT	4/13/97	132.80
JOHNSON	KEVIN	POLICE OFFICER	SEVENTH DISTRICT	7/25/97	109.50
JOHNSON	PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	12/12/95	281.00
JOHNSON	PEGGY	POLICE OFFICER	BOMB AND ARSON SECTION	3/03/97	415.75
JOHNSON	PEGGY	POLICE OFFICER	BOMB AND ARSON SECTION	7/08/97	983.00
JOHNSON-HAIRE	GERALDINE	POLICE OFFICER	SEVENTH DISTRICT	9/17/97	286.40
JOHNSON-SHELBY	ESTELLA	POLICE OFFICER	SIXTH DISTRICT	8/25/97	4557.16
JONES	GREGORY	POLICE OFFICER	SIXTH DISTRICT	7/11/97	197.50
JONES	ROWAN B	POLICE OFFICER	EIGHTEENTH DISTRICT	7/16/97	2473.10
JONES	SAMUEL L	POLICE OFFICER	FIFTH DISTRICT	7/11/97	2696.68
JOZEFOWICZ	HARRY J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/26/96	274.75
KALAMARIS	MARK	POLICE OFFICER	ELEVENTH DISTRICT	10/31/96	1145.65
KASPRZYK-KEIRSE	LINDA	POLICE OFFICER	MOUNTED UNIT	7/22/97	756.75
KAZIMIERSKI	RICHARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/19/97	275.60
KAZIMIERSKI	RICHARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/97	32.00
KEATING-VITTORINI	BETTY	POLICE OFFICER	NARCOTICS SECTION	6/16/96	540.00
KEITH	CLARENCE E	POLICE OFFICER	NARCOTICS SECTION	7/24/97	473.00
KELLER	HANS A	POLICE OFFICER	FOURTEENTH DISTRICT	7/06/97	1719.90
KELLY	FRANKLIN R	POLICE OFFICER	FOURTH DISTRICT	2/18/77	3048.80
KENNEALY	JAMES F	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/02/96	86.00
KINZIE	NANCY L	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/23/97	298.90
KLAMERUS	EUGENE	POLICE OFFICER	ELEVENTH DISTRICT	7/14/97	138.25
KLEIDON	MAUREEN A	POLICE OFFICER	EIGHTH DISTRICT	7/01/97	983.25
KLUPT	SAUL E	POLICE OFFICER	EIGHTEENTH DISTRICT	6/26/97	84.00
KOMAN	MATTHEW H	POLICE OFFICER	RECRUIT TRAINING	1/08/97	126.00
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	5/04/93	65.00
KOSIEWICZ	JOHN J	POLICE OFFICER	SEVENTH DISTRICT	7/01/97	277.58
KOSKI	PETER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/23/97	197.00
KRIV	JEFFREY B	POLICE OFFICER	FIFTEENTH DISTRICT	9/24/97	502.02
KULEKOWSKIS	THOMAS C	POLICE OFFICER	FIRST DISTRICT	3/05/96	90.00
KWIATKOWSKI	JOSEPH J	POLICE OFFICER	FIFTH DISTRICT	4/20/97	291.00
LACOSTE	ROMAN	POLICE OFFICER	SIXTH DISTRICT	7/20/97	344.72
LAMB	JOSEPH	POLICE OFFICER	EIGHTH DISTRICT	9/13/97	25.00
LAPPE	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	559.50
LARA	ABRAHAM	POLICE OFFICER	ELEVENTH DISTRICT	7/04/97	223.50
LARGENT	LARRY	POLICE OFFICER	FIRST DISTRICT	6/13/97	847.35
LARGENT	LARRY	POLICE OFFICER	FIRST DISTRICT	7/15/97	104.00
LAYNE	CHERYL A	POLICE OFFICER	FIFTH DISTRICT	7/01/97	1685.75
LEADER	KAREN S	POLICE OFFICER	NINETEENTH DISTRICT	7/11/97	311.96
LEAL	EMILIANO L	POLICE OFFICER	ELEVENTH DISTRICT	7/04/97	491.00
LEE	ISAAC	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/17/97	220.00
LEWIS	JOHN A	POLICE OFFICER	TWELFTH DISTRICT	6/09/97	160.00
LEWIS	STACY A	POLICE OFFICER	SEVENTH DISTRICT	6/24/97	163.80
LISS	DENNIS	POLICE OFFICER	TWELFTH DISTRICT	7/02/97	920.50
LOCKETT	BEVERLY	POLICE OFFICER	FIFTH DISTRICT	7/25/97	199.50
LODDING	HOWARD	POLICE OFFICER	ELEVENTH DISTRICT	9/19/97	512.10

CITY OF CHICAGO

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LONG	MARSHALL	POLICE OFFICER	SEVENTEENTH DISTRICT	2/20/97	213.50
LOQUERCIO	JEFFREY P	POLICE OFFICER	SIXTEENTH DISTRICT	7/25/97	891.00
LUNDELIUS	JAMES H	POLICE OFFICER	TWENTIETH DISTRICT	9/22/97	250.00
LUPO	AMY B	POLICE OFFICER	RECRUIT TRAINING	9/09/97	112.00
LYTTON	WILLIAM	POLICE OFFICER	SIXTH DISTRICT	7/13/97	188.50
MACHAIN	STEPHEN J	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/97	19.00
MAGURA	DAVID M	POLICE OFFICER	TWELFTH DISTRICT	7/17/97	140.70
MAKOWSKI	GARY	POLICE OFFICER	TWELFTH DISTRICT	9/16/97	799.20
MALIK	JEFFREY F	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/07/97	275.00
MALINOWSKI	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	9/06/97	616.00
MALKOWSKI	JEROME M	POLICE OFFICER	ELEVENTH DISTRICT	7/26/97	14.00
MANCINI	VINCENT A	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/16/97	459.60
MANCUSO	MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	1/13/97	100.00
MANDEL	CHARLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/11/96	837.00
MAROZAS	MICHAEL J	POLICE OFFICER	FOURTH DISTRICT	11/12/96	121.80
MARTIN	LORETTA	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/14/97	107.00
MARTIN	STEVEN	POLICE OFFICER	EIGHTH DISTRICT	7/16/97	455.94
MATHESON	LANDON	POLICE OFFICER	TWENTIETH DISTRICT	6/10/97	69.25
MATLOB	KENNETH S	POLICE OFFICER	SEVENTEENTH DISTRICT	9/06/97	28.00
MAZIARKA	JAMES E	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/22/95	167.00
MCCALL	JOHN S	POLICE OFFICER	ELEVENTH DISTRICT	7/29/97	328.67
MCCORMICK	DONALD E	POLICE OFFICER	SECOND DISTRICT	7/17/97	958.40
MCGANN	THOMAS	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/28/97	304.00
MCGANN	TIM	POLICE OFFICER	SEVENTEENTH DISTRICT	9/29/97	250.00
MCGARRY	DENNIS W	POLICE OFFICER	AUTO THEFT SECTION	5/21/97	40.00
MCGUIRE	DANNY L	POLICE OFFICER	NINTH DISTRICT	7/10/97	105.50
MCHUGH	JOHN M	POLICE OFFICER	INTELLIGENCE SECTION	7/31/97	267.00
MCINERNEY	TIMOTHY	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/26/97	1942.92
MCINTYRE	THOMAS P	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	6/30/97	280.50
MCKEAG	STEVE L	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/05/96	2295.02
MCKENNA	WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/17/97	74.00
MCMAHON	JOSEPH E	POLICE OFFICER	SEVENTEENTH DISTRICT	12/02/96	2402.80
MCMULLIN	KELLY J	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/19/97	36.92
MCMURRAY	DENNIS C	POLICE OFFICER	FOURTEENTH DISTRICT	9/20/97	32.00
MCNAMEE	SHANNON M	POLICE OFFICER	TWELFTH DISTRICT	7/30/97	2859.00
MCWILLIS	ERWIN	POLICE OFFICER	SIXTH DISTRICT	7/10/97	150.00
MEDINA	ALBERT A	POLICE OFFICER	FOURTH DISTRICT	7/05/97	144.13
MELZACKI	KEVIN M	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/21/97	756.00
MERIDA	EMILY M	POLICE OFFICER	FIFTEENTH DISTRICT	9/15/97	337.97
MICELI	MARY	POLICE OFFICER	ELEVENTH DISTRICT	8/21/97	164.00
MICHELS	LUETTA	POLICE OFFICER	ELEVENTH DISTRICT	7/01/97	234.67
MIEDZIANOWSKI	JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/12/92	120.00
MITCHELL	VERNON	POLICE OFFICER	SEVENTH DISTRICT	3/24/97	1320.50
MIUCIN	ZORAN	POLICE OFFICER	TWENTIETH DISTRICT	7/06/97	1037.80
MOLDA	JENNY A	POLICE OFFICER	TWELFTH DISTRICT	7/30/97	125.00
MONTGOMERY	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	7/03/97	1715.95
MONTOYA	VICTOR H	POLICE OFFICER	SECOND DISTRICT	10/26/96	7100.40
MORGAN	NORMAN P	POLICE OFFICER	FIRST DISTRICT	11/13/96	81.00
MULDROW	PATRICIA A	POLICE OFFICER	SIXTH DISTRICT	3/18/97	15.20

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MULLEN	JAMES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/96	33019.64
MUNTANER	PETER A	POLICE OFFICER	SIXTEENTH DISTRICT	7/06/97	239.36
MURPHY	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/20/97	1651.60
MURPHY	MARGARET C	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/06/97	1875.77
MURPHY	ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	9/13/97	376.10
MUSZYNSKY	MICHAEL W	POLICE OFFICER	ELEVENTH DISTRICT	7/12/97	564.90
NEGA	JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	9/01/97	96.00
NEWCOM	DENNIS A	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/02/97	134.40
NORBERG	THOMAS J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/30/97	709.40
NOWAK	DENNIS F	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/10/97	853.40
NUNEZ-RODRIGUEZ	CYNTHIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/01/97	388.00
O'BRIEN	THOMAS J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/04/97	306.80
OBRIEN	MICHAEL M	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/96	426.00
OCHOA	PETER R	POLICE OFFICER	SEVENTH DISTRICT	7/24/97	129.48
OCONNELL	DENNIS L	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/97	190.75
OLIVA	SERGIO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/97	22816.30
OLSON	DAVID	POLICE OFFICER	FOURTH DISTRICT	9/26/97	515.50
OLSON	KEITH	POLICE OFFICER	SEVENTEENTH DISTRICT	7/29/97	131.60
OREILLY	WILLIAM J	POLICE OFFICER	FIRST DISTRICT	10/31/96	114.10
PANICO	MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	7/20/97	421.00
PARDELL	JOHN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/19/97	345.72
PARKER	DAVID J	POLICE OFFICER	SEVENTEENTH DISTRICT	1/23/97	354.50
PARKER	JOE	POLICE OFFICER	SECOND DISTRICT	4/25/97	233.25
PATER	PAUL	POLICE OFFICER	FIRST DISTRICT	6/26/97	190.40
PEROSTIANIS	ANDREW J	POLICE OFFICER	FIFTEENTH DISTRICT	9/13/97	358.03
PET	ROBERT A	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/17/97	599.95
PIGOTT	JOHN M	POLICE OFFICER	TENTH DISTRICT	5/30/97	53.00
PILLOWS-DURALL	BARBARA S	POLICE OFFICER	SECOND DISTRICT	6/13/97	120.00
PORADZISZ	GERALD F	POLICE OFFICER	TENTH DISTRICT	5/30/97	53.00
POSILOVICH	CLAUDE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/24/97	130.10
POWELL	JUANITA	POLICE OFFICER	RECRUIT TRAINING	1/23/81	197.00
PUHAR	DUSAN	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/97	436.06
PUSATERI	CHARLES A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/10/97	289.00
RADTKE	DIANE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/26/97	327.00
RAMIREZ	MARGARITO	POLICE OFFICER	EIGHTH DISTRICT	7/31/97	189.30
RAMOS	DAVID	POLICE OFFICER	SEVENTEENTH DISTRICT	7/24/97	242.90
RANGEL	LOUIS A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/07/97	563.00
REDD	DEANDRE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/97	3293.99
REGAL	MARK A	POLICE OFFICER	TWENTIETH DISTRICT	7/02/97	163.10
RENDON	ARNOLDO	POLICE OFFICER	TENTH DISTRICT	7/21/97	78.00
REYNOLDS	VINCENT V	POLICE OFFICER	UNKNOWN	3/26/96	105.60
RICHARDSON	FRANK K	POLICE OFFICER	TWELFTH DISTRICT	5/25/97	229.00
RIVERA	SABASTIAN L	POLICE OFFICER	RECRUIT TRAINING	7/07/97	327.76
ROBERTS	MICHELLE M	POLICE OFFICER	SEVENTH DISTRICT	7/14/97	82.50
ROBINSON	PASQUELL D	POLICE OFFICER	SECOND DISTRICT	6/05/97	207.90
ROBINSON	WILLIA	POLICE OFFICER	THIRD DISTRICT	11/20/95	256.50
ROBLES	ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	5/03/97	457.00
RODRIGUEZ	ABNER	POLICE OFFICER	SIXTEENTH DISTRICT	7/11/97	487.90
RODRIGUEZ	MARK C	POLICE OFFICER	SECOND DISTRICT	7/08/97	1343.40

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RODRIGUEZ	RAUL	POLICE OFFICER	SEVENTH DISTRICT	7/12/97	828.10
ROJAS	DANILO	POLICE OFFICER	FOURTEENTH DISTRICT	8/23/97	117.00
ROSE	DONALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/06/97	127.50
ROULETTE	MARSHALL B	POLICE OFFICER	SEVENTEENTH DISTRICT	8/24/97	826.00
RUHL	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	7/21/97	147.50
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	26.00
RYCRAW	CHERYL L	POLICE OFFICER	SIXTH DISTRICT	4/27/95	3000.00
SADOWSKY	DANIEL V	POLICE OFFICER	TENTH DISTRICT	9/07/97	30.00
SALAM	MOHAMMED A	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/31/97	459.30
SANDERS	RENEE L	POLICE OFFICER	SECOND DISTRICT	5/24/97	499.80
SANDOVAL	JESSE M	POLICE OFFICER	TWELFTH DISTRICT	7/15/97	461.85
SANFILIPPO	VINCENT A	POLICE OFFICER	RECRUIT TRAINING	7/17/97	741.45
SANGIRARDI	FELICE	POLICE OFFICER	FIRST DISTRICT	11/18/78	2047.23
SCAPARDINE	ANTHONY W	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	6/10/97	12224.35
SCATENA	PETER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/04/97	48.00
SCHAFFER	JOHN E	POLICE OFFICER	MOUNTED UNIT	3/27/93	108.00
SCHERER	SANDRA	POLICE OFFICER	FIFTEENTH DISTRICT	7/10/97	1061.03
SCHOLTES	DAVID A	POLICE OFFICER	NINETEENTH DISTRICT	3/04/97	2015.35
SCHUMACHER	RONALD J	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/28/96	2146.25
SCHWAB	JOHN J	POLICE OFFICER	TWELFTH DISTRICT	3/12/97	233.00
SEHR	JOHN A	POLICE OFFICER	MARINE UNIT	9/05/95	431.25
SENDRA-ANDERSON	MARION	POLICE OFFICER	NINTH DISTRICT	8/21/97	179.13
SHANNON	CAD	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/02/97	688.52
SHANNON	GERALD W	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/97	389.80
SHELESNY	STEPHEN	POLICE OFFICER	SIXTEENTH DISTRICT	1/30/97	1701.00
SIMMONS	KENNETH	POLICE OFFICER	SIXTH DISTRICT	3/27/97	358.00
SISLER	CHARLES	POLICE OFFICER	FIRST DISTRICT	7/10/97	6115.18
SKAHILL	ROBERT	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	7/20/97	561.49
SKIPPER	KAREN	POLICE OFFICER	TWENTIETH DISTRICT	7/09/97	150.00
SMITH	BUFORD	POLICE OFFICER	THIRD DISTRICT	2/20/97	804.00
SMITH	LESTER	POLICE OFFICER	SECOND DISTRICT	7/29/97	233.00
SMITH	ROBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/16/97	428.00
SMITH	RONALD C	POLICE OFFICER	FIFTH DISTRICT	3/14/97	121.60
SMITH	WAYNE J	POLICE OFFICER	THIRD DISTRICT	7/16/97	431.10
SOIL	VAN T	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	6/09/97	234.75
SOLTIS	DAVID	POLICE OFFICER	TENTH DISTRICT	2/09/97	117.00
SOSA	JAIME	POLICE OFFICER	SEVENTH DISTRICT	7/20/97	190.90
SPARKMON	KEVIN	POLICE OFFICER	SIXTH DISTRICT	7/01/97	512.70
SPEREKAS	GEORGE T	POLICE OFFICER	YOUTH DIVISION-ADMINISTRATION	3/19/82	197.00
STEC	MICHAEL S	POLICE OFFICER	EIGHTH DISTRICT	7/04/97	596.19
STEWART-DYESS	MARIA ELLENA	POLICE OFFICER	SEVENTH DISTRICT	5/16/96	48.00
STOREY	RICARDO T	POLICE OFFICER	SECOND DISTRICT	7/10/97	92.50
SULLIVAN	DANIEL J	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	2/20/97	94.50
SZARZYNSKI	TIMOTHY	POLICE OFFICER	SEVENTH DISTRICT	7/24/97	190.40
TANDY	ALBERT R JR	POLICE OFFICER	RECRUIT TRAINING	7/28/97	1869.44
THOMAS-DEMONICA	CHERIE A	POLICE OFFICER	TENTH DISTRICT	7/30/97	262.00
TINERELLA	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/97	942.83
TOKARZ	JOYCE A	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/06/97	230.50
TOMASIK	EDWARD C	POLICE OFFICER	SIXTH DISTRICT	3/16/97	568.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TYLER	MICHAEL	POLICE OFFICER	THIRD DISTRICT	1/20/97	382.20
VALDEZ	BARBARA	POLICE OFFICER	FOURTH DISTRICT	9/19/96	154.00
VANVEGTEN	ANDRE H	POLICE OFFICER	EIGHTH DISTRICT	1/08/97	2955.80
VINS	MICHAEL A	POLICE OFFICER	EIGHTH DISTRICT	7/30/97	386.80
VINSON	LONNIE	POLICE OFFICER	THIRD DISTRICT	7/02/97	156.45
VOLLAND	JAMES	POLICE OFFICER	NINTH DISTRICT	1/13/97	45.00
VONDRAK-O'LEARY	RITA	POLICE OFFICER	TWENTIETH DISTRICT	7/30/97	335.30
WALTER	MEL O	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/97	85.28
WARD	MICHAEL J	POLICE OFFICER	NINTH DISTRICT	4/10/97	54.40
WATKINS	PAMELA C	POLICE OFFICER	SIXTH DISTRICT	7/02/97	256.00
WATKINS	SHIRLEY	POLICE OFFICER	SIXTH DISTRICT	7/04/97	300.50
WEATHERSPOON	WESLEY	POLICE OFFICER	SIXTH DISTRICT	8/18/97	184.32
WEBB	WILLIAM E JR	POLICE OFFICER	EIGHTH DISTRICT	7/23/97	159.40
WEIGLEIN	TIMOTHY R	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/30/97	500.40
WEXLER	PHILIP	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/97	196.81
WHARRY	GWEN	POLICE OFFICER	NINETEENTH DISTRICT	3/08/97	866.00
WIELAND	HEINZ V	POLICE OFFICER	SEVENTEENTH DISTRICT	7/18/97	592.40
WILLIAMS	ALLECIA J	POLICE OFFICER	BOMB AND ARSON SECTION	3/17/97	70.00
WILLIAMS	DAWN T	POLICE OFFICER	SECOND DISTRICT	7/19/97	665.35
WILLIAMS	DERRICK	POLICE OFFICER	THIRD DISTRICT	2/27/97	125.60
WILLIAMS	KELVIN	POLICE OFFICER	NINTH DISTRICT	7/01/97	353.78
WILLIAMS	THEODORE G	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	4/08/97	2649.50
WILSON	JOHN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/20/95	283.50
WINBURN-WRIGHT	ANGELA	POLICE OFFICER	FIRST DISTRICT	6/04/97	275.20
WOODVILLE	CINDY	POLICE OFFICER	TWENTIETH DISTRICT	7/20/97	1624.70
WORTHAM	BERNARD	POLICE OFFICER	SIXTH DISTRICT	7/22/97	148.00
WRIGHT	NANCY C	POLICE OFFICER	THIRD DISTRICT	4/11/97	1209.24
WRIGHT	WILLARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/21/97	671.90
WRIGHT-KRYGOWSKI	TAMMI L	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/08/97	309.00
WYMAN	KEVIN	POLICE OFFICER	NINTH DISTRICT	7/21/97	825.80
ZACHARIAS	ROGER	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/11/97	554.25
ZAMBRANO	LUIS	POLICE OFFICER	TENTH DISTRICT	7/22/97	1211.80
ZARAGOZA	JUAN F	POLICE OFFICER	EIGHTH DISTRICT	7/08/97	203.00
ZIOLKOWSKI	BERNICE J	POLICE OFFICER	ELEVENTH DISTRICT	5/05/95	181.00
BACKSHIS	JOHN N	FIREFIGHTER	TRUCK 10	8/20/97	621.60
BAILEY	GEORGE	CAPTAIN	TRUCK 52	2/26/96	35.00
BARRETT	MICHAEL	CAPTAIN	TRUCK 48	8/16/97	223.00
BEARD	LISA	PARAMEDIC	AMBULANCE 23	12/05/96	293.25
BEAUREGARD	HOWARD L	LIEUTENANT	ENGINE COMPANY 118	8/05/97	787.75
BIEHL	RICHARD	PARAMEDIC	AMBULANCE 8	8/13/97	257.30
BLUSTAIN	SID	FIREFIGHTER	ENGINE COMPANY 55	9/22/97	125.00
BOLLIN	ALLEN F	FIREFIGHTER	TRUCK 25	8/03/97	7566.00
BOMBEN	DANIEL P	PARAMEDIC	AMBULANCE 44	7/18/97	85.00
BORK	LEE	ENGINEER	SQUAD 3	11/30/96	156.75
BRADADO	JAMES R	FIREFIGHTER	TRUCK 58	7/29/97	1611.25
BROWN	ANDRE	FIREFIGHTER	TRUCK 40	7/13/97	1284.92
BURKE	DONALD	FIREFIGHTER	ENGINE COMPANY 86	12/02/93	5392.00
BURNS	JOEL	FIREFIGHTER	UNKNOWN	8/01/97	491.71
CARRILLO	ENRIQUE R	PARAMEDIC	AMBULANCE 3	9/03/97	317.93

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CARROLL	WILLIAM	PARAMEDIC	AMBULANCE 12	12/18/96	96.00
CERNA	MARIO D	PARAMEDIC	UNKNOWN	9/06/97	533.95
CONWAY	JOHN J	FIREFIGHTER	TRUCK 38	8/17/97	235.90
COSTANZA	ACHILLES	FIREFIGHTER	ENGINE COMPANY 7	2/03/97	240.00
CREED	MICHAEL F	PARAMEDIC	AMBULANCE 6	8/06/97	866.65
CROOKER	MITCHEL	LIEUTENANT	DISTRICT RELIEF 5	5/22/97	2427.04
CRUZ	ENRIGUE	FIREFIGHTER	ENGINE COMPANY 8	8/03/97	393.40
CUNNINGHAM	THOMAS	FIREFIGHTER	ENGINE COMPANY 45	9/05/96	700.00
DALEY	JOHN M	LIEUTENANT	DISTRICT RELIEF 1	6/09/97	9134.25
DAVILA	NANCY A	PARAMEDIC	UNKNOWN	6/26/97	35.00
DEMPSEY	THOMAS	FIREFIGHTER	ENGINE COMPANY 38	8/16/97	330.00
DONEGAN	LORENZO B	FIREFIGHTER	ENGINE COMPANY 82	5/31/97	2889.80
DOW	DAWN	PARAMEDIC	AMBULANCE 36	6/14/97	302.90
DOWLING	JAMES	FIREFIGHTER	ENGINE COMPANY 65	11/14/96	4107.00
DWYER	LUKE	LIEUTENANT	ENGINE COMPANY 32	8/28/97	64.57
EDINGBURG	GREGORY	FIREFIGHTER	TRUCK 11	2/28/97	4396.20
ELLIS	DANIEL	PARAMEDIC	AMBULANCE 17	8/11/97	807.94
FELLOWS	PATRICK	ENGINEER	ENGINE COMPANY 61	4/16/97	835.00
FITZPATRICK	MICHAEL	FIREFIGHTER	ENGINE COMPANY 18	8/24/97	1100.45
FLORES	RAMON	FIREFIGHTER	ENGINE COMPANY 49	1/28/97	187.00
FORD-MUSE	LESLIE	ENGINEER	DISTRICT RELIEF 6	7/30/97	574.40
FURLONG	JAMES F	FIREFIGHTER	ENGINE COMPANY 108	3/15/97	94.50
GAUGHAN	MARTIN G	FIREFIGHTER	ENGINE COMPANY 79	8/17/97	889.86
GAYDA	WAYNE	FIREFIGHTER	TRUCK 32	6/14/93	91.00
GLENNON	JOHN W	FIREFIGHTER	ENGINE COMPANY 68	8/28/97	264.80
GONZALEZ	ROBERT	FIREFIGHTER	ENGINE COMPANY 112	8/16/97	1121.85
GOOSHERST-ZAMORA	SHEILA	PARAMEDIC	AMBULANCE 5	9/09/97	536.00
GRAMER-HAMP	DEBORAH	PARAMEDIC	AMBULANCE 23	2/12/97	119.00
GRANT	WILLIAM	FIREFIGHTER	TRUCK 51	7/16/97	70.00
GRASSMUCK	SHARISSE	PARAMEDIC	AMBULANCE 15	7/30/97	465.80
GREEN-BENDER	KATHERIN	PARAMEDIC	AMBULANCE 5	8/14/97	60.00
GREER	ROBERT E	PARAMEDIC	UNKNOWN	10/11/96	352.40
GURROLA	GEORGE	CAPTAIN	ENGINE COMPANY 34	4/14/97	1154.00
HAIN	ALFRED	ENGINEER	ENGINE COMPANY 106	6/25/97	144.00
HALL	JOHN	FIREFIGHTER	TRUCK 44	8/18/97	114.10
HAYNES	SHUN T	FIREFIGHTER	TRUCK 34	7/13/97	108.00
HEENAN	MICHAEL F	FIREFIGHTER	ENGINE COMPANY 46	8/17/97	1026.82
HEETER	JOHN T	FIREFIGHTER	ENGINE COMPANY 54	1/03/97	65.00
HOOKER	MICHAEL	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	3322.00
HORIST	MICHAEL	FIREFIGHTER	ENGINE COMPANY 83	9/02/97	125.00
HUBER	WALTER	PARAMEDIC	AMBULANCE 20	7/26/97	717.60
IBATA	RICHARD A	FIREFIGHTER	EMS DISTRICT 3 HEADQUATERS & R	7/17/97	997.50
JOHNSON	CRAIG	FIREFIGHTER	TRUCK 48	2/03/97	40.00
JOHNSON	DARRYL	FIREFIGHTER	ENGINE COMPANY 107	4/15/97	1653.00
JOHNSON	MICHAEL R	PARAMEDIC	AMBULANCE 20	9/08/94	723.00
KENEIPP	JOSEPH D	FIREFIGHTER	TRUCK 41	7/21/97	182.50
KENNEDY	JOHN	FIREFIGHTER	TRUCK 59	8/18/97	427.92
KEYS	GLEN E	FIREFIGHTER	TRUCK 5	9/18/97	639.75
KING	WILLIAM	POLICE OFFICER	ENGINE COMPANY 39	2/08/97	363.30

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KLEINICK	WILLIAM	LIEUTENANT	DISTRICT RELIEF 5	7/12/97	355.59
KNIGHT	TERRY J	FIREFIGHTER	ENGINE COMPANY 59	8/05/97	1768.70
KOGUT	JOSEPH	PARAMEDIC	AMBULANCE 5	8/14/97	119.00
LAMB	THOMAS	LIEUTENANT	TRUCK 59	6/28/97	123.20
MAGEE	MICHAEL	FIREFIGHTER	ENGINE COMPANY 103	6/15/96	143.00
MAHER	THOMAS	FIREFIGHTER	ENGINE COMPANY 63	1/08/93	385.50
MARKHAM	ROBERT	LIEUTENANT	ENGINE COMPANY 86	7/22/97	475.29
MCCALPIN	MONICA	PARAMEDIC	AMBULANCE 37	6/27/97	138.71
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	AMBULANCE 43	1/29/97	90.00
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	AMBULANCE 43	6/14/97	1314.75
MCGATHEY	RANDOLPH	FIREFIGHTER	ENGINE COMPANY 45	6/26/97	102.60
MCGRATH	DENNIS J	FIREFIGHTER	ENGINE COMPANY 100	6/09/97	110.60
MCGUIRE	DANIEL	FIREFIGHTER	ENGINE COMPANY 129	6/24/97	123.20
MCNALLY	DENNIS	FIREFIGHTER	ENGINE COMPANY 70	3/29/97	70.00
MCNEILL	PATRICIA G	PARAMEDIC	AMBULANCE 23	6/17/97	1858.25
MCNICHOLS	MARTIN J	FIREFIGHTER	TRUCK 2	7/17/97	192.14
MCSWEENEY	JAMES	PARAMEDIC	AMBULANCE 27	8/24/97	483.76
MCVADY	JAMES	LIEUTENANT	ENGINE COMPANY 129	8/18/97	497.33
MELLON	MICHAEL	FIREFIGHTER	SQUAD 2	8/17/97	277.20
MENDEZ	GUSTAVO D	FIREFIGHTER	ENGINE COMPANY 23	7/04/97	711.20
MIGUEST	DAVID G	FIREFIGHTER	ENGINE COMPANY 28	8/13/97	156.50
MILLER	CHARLES	FIREFIGHTER	TRUCK 48	8/22/96	329.00
MILOTT	NEAL	FIREFIGHTER	SQUAD 4	11/02/96	369.00
MIULLI	FRANK	PARAMEDIC	AMBULANCE 16	7/20/93	1457.00
MORAN	JOHN J	FIREFIGHTER	ENGINE COMPANY 124	5/02/97	66.00
MULCRONE	MICHAEL A	FIREFIGHTER	TRUCK 14	7/30/97	273.69
MUNSON	WILLIAM A	FIREFIGHTER	TRUCK 50	7/24/97	556.00
MURRAY	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 88	7/31/97	201.40
MURRAY	THOMAS	PARAMEDIC	AMBULANCE 43	10/18/96	90.00
NEWMAN	JOHN	FIREFIGHTER	ENGINE COMPANY 19	12/07/96	872.82
NEWMAN	JOHN	FIREFIGHTER	ENGINE COMPANY 19	7/26/97	287.57
NICOLE	GEORGE E	FIREFIGHTER	ENGINE COMPANY 108	7/31/97	725.20
NITAHARA	CHERYL	PARAMEDIC	TRUCK 41	10/24/91	233.00
NUDO	JOHN	FIREFIGHTER	TRUCK 30	8/14/97	395.60
OCONNELL	EILEEN	PARAMEDIC	AMBULANCE 14	7/05/97	163.17
ODONNELL	JAMES	FIREFIGHTER	TRUCK 41	1/27/97	18.00
ODONNELL	VINCENT	POLICE OFFICER	ENGINE COMPANY 71	8/17/88	580.24
OLEARY	TIMOTHY	PARAMEDIC	AMBULANCE 6	4/26/97	118.00
OWSIANIAK	DAVID A	PARAMEDIC	UNKNOWN	7/30/97	266.20
OWSIANIAK	DAVID A	PARAMEDIC	UNKNOWN	7/31/97	172.50
PANEK-KRAVITZ	CINDY	PARAMEDIC	UNKNOWN	5/21/97	259.20
PENAR-BERTULIS	CYNTHIA	PARAMEDIC	AMBULANCE 7	5/31/97	702.00
PENTEK	ROBERT	FIREFIGHTER	ENGINE COMPANY 98	2/12/96	3880.35
PEYRONET	ERNEST	FIREFIGHTER	TRUCK 50	6/08/97	153.60
PIERUCCINI	PETER	FIREFIGHTER	TRUCK 47	5/10/97	2309.55
POLO	ROBERT	PARAMEDIC	AMBULANCE 34	8/10/97	313.80
RAIA	MATTHEW	FIREFIGHTER	REPAIR SHOP	4/21/96	176.00
REARDON	DANIEL	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	144.00
REILLY	ROBERT	FIREFIGHTER	TRUCK 11	8/06/97	286.38

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
REYES	RAUL	FIREFIGHTER	ENGINE COMPANY 43	8/31/97	663.60
RICHARDS	JOHN	FIREFIGHTER	TRUCK 13	2/16/97	43.00
RIVERA	ERNESTO	FIREFIGHTER	TRUCK 53	7/28/97	100.00
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	6/08/94	1539.45
RODRIGUEZ	CYNTHIA	PARAMEDIC	AMBULANCE 37	8/08/97	588.65
RUCINSKI	WALTER	LIEUTENANT	ENGINE COMPANY 56	8/03/97	116.00
SANICKI	BRADLEY	LIEUTENANT	DISTRICT RELIEF 5	8/18/97	336.10
SASSANA	MICHAEL	FIREFIGHTER	TRUCK 47	5/10/97	113.01
SCHEUNEMAN	JOHN	FIREFIGHTER	ENGINE COMPANY 19	7/14/97	2484.51
SERRITOS	DAVID	FIREFIGHTER	ENGINE COMPANY 29	7/23/97	289.09
SHWORLES	DAVID C	PARAMEDIC	AMBULANCE 14	8/29/97	223.63
SKINNER	CARY	FIREFIGHTER	UNKNOWN	4/14/97	1725.00
SLAGER	JAMES A	ENGINEER	UNKNOWN	6/26/97	156.80
SMITH	JEFFREY	CAPTAIN	ENGINE COMPANY 73	7/03/97	482.94
SPANGELO	MICHAEL	ENGINEER	ENGINE COMPANY 47	8/25/97	175.85
STELNICKI	PHILIP J	CAPTAIN	UNKNOWN	4/30/97	705.00
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	665.27
STRIBLING	JANN	PARAMEDIC	UNKNOWN	1/14/97	1750.54
STRIBLING	JANN	PARAMEDIC	UNKNOWN	4/12/95	1875.17
SULLIVAN	PENNY	PARAMEDIC	AMBULANCE 44	7/17/87	108.00
SUTHERLAND	DAVID	FIREFIGHTER	TRUCK 51	7/08/97	741.80
SUTTON	DAVID	PARAMEDIC	AMBULANCE 35	11/30/94	3023.25
TEBBENS	ROBERT O	FIREFIGHTER	TRUCK 11	8/29/97	615.77
THELEN	GEORGE	FIREFIGHTER	ENGINE COMPANY 47	12/24/95	45.00
THOMAS	JAMES	LIEUTENANT	TRUCK 62	8/01/97	357.00
TIENDA	SLYVIA	PARAMEDIC	AMBULANCE 8	6/07/94	88.00
VALELEVICH	DOUGLS J	FIREFIGHTER	UNKNOWN	8/20/97	494.20
VEGA	PEDRO	FIREFIGHTER	ENGINE COMPANY 57	7/01/97	2628.74
VINCI	ANTHONY	LIEUTENANT	ENGINE COMPANY 34	10/23/96	102.90
VOGT	WILLIAM C	LIEUTENANT	DISTRICT RELIEF 6	7/30/97	2084.77
VULICH	FRANK	FIREFIGHTER	TRUCK 8	7/04/97	52.00
WALLACE	DORIS	PARAMEDIC	AMBULANCE 9	5/04/97	66.00
WILLIAMS	DWAIN	FIREFIGHTER	ENGINE COMPANY 122	7/03/97	460.70
WILLIAMS	JERRY	PARAMEDIC	AMBULANCE 29	8/18/97	267.20
WILSON	RODNEY	FIREFIGHTER	ENGINE COMPANY 122	7/31/95	591.65
WOOD	PETER	PARAMEDIC	AMBULANCE 31	8/27/97	117.90
ZIEN	JOEL	PARAMEDIC	AMBULANCE 20	8/20/87	116.90

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 58886 through 58888 of this Journal.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, December 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.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/97

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	JAMES J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/05/97	362.25
ALLEN	DENITRA	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/11/97	1026.90
ARCEO	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	6/02/97	2060.02
ASSAF	MAJED	POLICE OFFICER	FOURTEENTH DISTRICT	8/31/97	252.32
AVERY	VINCENT L	POLICE OFFICER	NARCOTICS SECTION	12/27/96	45.00
BAEZ	RONALD N	POLICE OFFICER	FOURTH DISTRICT	7/24/97	170.00
BAIOCCHI	RENO	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/96	129.00
BARANOWSKI	JOHN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/97	186.20
BARNES	LONNIE C	POLICE OFFICER	SIXTH DISTRICT	5/08/97	446.35
BARTMAN	RONALD F	POLICE OFFICER	EIGHTH DISTRICT	8/22/97	1421.50
BENIGNO	LISA	POLICE OFFICER	TENTH DISTRICT	12/31/95	1081.00
BETZ	DAVID C	POLICE OFFICER	EIGHTEENTH DISTRICT	8/25/97	2007.21
BIGGANE	THOMAS M	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/01/97	1710.96
BLACK	CASSANDRA M	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/13/96	30.00
BLUNT	CALVIN	POLICE OFFICER	SIXTH DISTRICT	8/01/97	221.00
BOLEN	JAMES B	POLICE OFFICER	SEVENTH DISTRICT	4/11/97	54.00
BRADLEY	LETRICIA	POLICE OFFICER	THIRD DISTRICT	9/10/97	417.60
BUTVILL	HOWARD P	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	11/26/96	249.00
CAREY	THOMAS P	POLICE OFFICER	FIFTEENTH DISTRICT	8/22/97	113.40
CARTER	D.V.	POLICE OFFICER	SECOND DISTRICT	12/05/96	89.00
CERDA	JORGE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/03/97	270.20
CERVANTES	AGUSTIN A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/03/97	281.00
COCKRUM	RONALD K	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/18/96	1985.80
COPELAND	ANDRE L	POLICE OFFICER	SEVENTH DISTRICT	3/18/87	1192.50
CRANE	ROBERT J	POLICE OFFICER	SEVENTEENTH DISTRICT	1/09/97	191.65
CRAWFORD	VERNON	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/03/97	48.00
CRIVOKAPICH	DONALD	POLICE OFFICER	FIFTH DISTRICT	9/13/94	1776.30
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	45681.86
DAVILA	DIEGO G	POLICE OFFICER	SEVENTH DISTRICT	3/30/97	50.00
DAVIS	MONICA M	POLICE OFFICER	SIXTH DISTRICT	5/08/97	725.00
DAVY	TIMOTHY E	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/97	148.75
DEJESUS	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/97	170.00
DIAZ	ANTONIO	POLICE OFFICER	TENTH DISTRICT	8/25/93	120.00
DOCKETT	STEPHON	POLICE OFFICER	FIFTEENTH DISTRICT	12/31/95	40.00
DOUGAN	MICHAEL K	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/97	433.50
DUGAN	STEVEN	POLICE OFFICER	SEVENTH DISTRICT	4/10/97	45.60
EAKER	WILLIAM R	POLICE OFFICER	FOURTH DISTRICT	7/09/97	235.00
ESCOBEDO	SERGIO	POLICE OFFICER	TENTH DISTRICT	9/15/97	497.45
ESPINOZA	CARLOS	POLICE OFFICER	TENTH DISTRICT	10/04/97	671.62
FLAHERTY	JAMES L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/12/89	901.40
GARCIA	FELICIANA	POLICE OFFICER	TWELFTH DISTRICT	12/20/96	3794.10
GAWLICKI	LISA M	POLICE OFFICER	ELEVENTH DISTRICT	9/30/95	814.10
GONZALEZ	RICHARD	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	253.92
GREEN	VICTOR L	POLICE OFFICER	SECOND DISTRICT	7/19/97	742.10
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	3415.00
HACK	ANTHONY E	POLICE OFFICER	NINETEENTH DISTRICT	7/21/97	125.00
HAYNES	DAVID J	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/97	675.00
HEINZE	ROBERT E	POLICE OFFICER	SEVENTEENTH DISTRICT	7/30/97	153.97
HENRY	JOHN P	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/30/97	92.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

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HERNANDEZ	MARY F	POLICE OFFICER	TWENTIETH DISTRICT	7/07/97	206.00
HIHN-CZYSCON	HEIDI	POLICE OFFICER	SIXTEENTH DISTRICT	6/05/94	80.00
HORKY	RONALD W	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	5/07/97	100.00
HOWARD	JOHN D	POLICE OFFICER	FIRST DISTRICT	7/01/97	2517.87
JABLONSKI	ARTHUR A	POLICE OFFICER	FIRST DISTRICT	7/14/96	690.00
JENKINS	ROGER	POLICE OFFICER	NINTH DISTRICT	12/07/93	618.00
JOHNSON	ODESSA	POLICE OFFICER	ELEVENTH DISTRICT	9/25/97	988.10
KELLEY	SHEILA L	POLICE OFFICER	FIFTEENTH DISTRICT	9/04/96	451.00
KHAN	FAIZULLAH	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/12/97	74.00
KILGORE	CAROLE M	POLICE OFFICER	YOUTH DIVISION AREA TWO	7/07/97	288.50
KING	EDWARD C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/17/97	219.50
KISCHNER	BRUCE H	POLICE OFFICER	FOURTEENTH DISTRICT	7/03/97	79.82
KOENIGSHOFER	COLLEEN	POLICE OFFICER	EIGHTH DISTRICT	12/19/96	3230.40
LACEY	MICHAEL A	POLICE OFFICER	THIRD DISTRICT	7/04/97	208.50
LAMB JR	JAMES M	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/31/97	98.50
LIBERTY	KENNETH G	POLICE OFFICER	TENTH DISTRICT	7/18/97	78.00
LLOYD	WAYNE C	POLICE OFFICER	VICE CONTROL SECTION	7/01/97	125.00
LOCONSOLE	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	4/09/97	538.65
LUTZOW	BRIAN H	POLICE OFFICER	RECRUIT TRAINING	7/08/97	1901.60
MALCZYK	RONALD	POLICE OFFICER	FOURTEENTH DISTRICT	7/25/96	300.00
MALIK	CARL E	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	3/07/96	800.44
MALITO	FRANCIS M	POLICE OFFICER	SIXTEENTH DISTRICT	9/29/97	81.00
MAPLES	JOHN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/15/97	607.90
MARAVIEGLIA	RICHARD	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	9/13/95	202.41
MARTIN	TIMOTHY P	POLICE OFFICER	SECOND DISTRICT	7/19/97	508.20
MASON	DIANE S	POLICE OFFICER	SIXTH DISTRICT	4/28/97	254.00
MATTERA	PASQUALE	POLICE OFFICER	SIXTEENTH DISTRICT	11/24/96	250.00
MCCARTHY	MARGUERITE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/31/96	179.20
MCCORKLE	CHARLES A	POLICE OFFICER	EIGHTEENTH DISTRICT	2/04/93	115.00
MCGOVERN	DANIEL	POLICE OFFICER	INTELLIGENCE SECTION	9/18/96	1392.00
MELONE	ROBERT J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/05/97	488.25
MILLER-SHEMASH	KIMBERLY	POLICE OFFICER	TENTH DISTRICT	6/08/93	775.20
MINGO	BRIAN D	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/29/97	322.00
MONDRAGON	LISA R	POLICE OFFICER	TWENTIETH DISTRICT	5/16/97	1460.90
MURPHY	JOHN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/18/97	237.00
NAVIGATO	BARBARA A	POLICE OFFICER	TWELFTH DISTRICT	7/16/97	842.20
NAWROCKI	CHARLES E	POLICE OFFICER	EIGHTH DISTRICT	10/30/91	214.90
NOWAKOWSKI	ANTHONY A	POLICE OFFICER	FOURTH DISTRICT	7/24/97	453.24
O'BRIEN	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/97	620.47
OBRIEN	JAMES JR	POLICE OFFICER	FIRST DISTRICT	9/17/97	475.00
OLSON	DAVID	POLICE OFFICER	FOURTH DISTRICT	7/17/97	1377.35
OPRONDEK	GARY	POLICE OFFICER	NINTH DISTRICT	7/23/97	245.00
OTTEN	MARVIN F	POLICE OFFICER	FOURTH DISTRICT	12/05/96	2810.83
PAPPAS-ELIZONDO	NANCY	POLICE OFFICER	TWELFTH DISTRICT	7/16/97	18.20
PENA	TAMMIE A	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/92	519.02
PENDLETON	CLARENCE	POLICE OFFICER	THIRD DISTRICT	9/10/97	96.00
PEREZ	GEORGE A	POLICE OFFICER	TENTH DISTRICT	7/18/97	78.00
PETERSON	WILLIAM A	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	6/09/97	60.00
PREWOZNIK	RONALD T	POLICE OFFICER	SEVENTEENTH DISTRICT	4/18/97	171.75

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PTAK	THEODORE	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	3/02/97	50.00
QUINN	SHARON	POLICE OFFICER	SIXTH DISTRICT	5/30/97	50.00
RAMIREZ	ARNULFO	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/14/97	368.20
RAVA	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/13/97	1008.50
RAY	THOMAS L	POLICE OFFICER	FOURTH DISTRICT	1/17/95	246.00
RIVERA	SALLY A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/96	6584.20
ROSSI	JOHN	POLICE OFFICER	NINTH DISTRICT	3/06/95	108.00
SAWYER	SANDY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/17/97	377.84
SERSHEN	JOHN D	POLICE OFFICER	TWENTIETH DISTRICT	5/10/97	103.00
SHILNEY	JOHN	POLICE OFFICER	NARCOTICS SECTION	7/28/97	191.41
SLAUGHTER JR	HERMAN E	POLICE OFFICER	SIXTH DISTRICT	7/29/97	90.63
SMITH	PHILIP C	POLICE OFFICER	SIXTH DISTRICT	7/29/97	109.50
SOTO	MIGUEL	POLICE OFFICER	NINETEENTH DISTRICT	7/21/97	242.00
SPECHT-CAPASSO	SANDRA	POLICE OFFICER	FIFTEENTH DISTRICT	7/08/97	1079.80
SPREYNE	ROBERT M	POLICE OFFICER	FIRST DISTRICT	2/28/97	180.80
STIEBEN	RONALD	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/24/97	1263.50
TAYLOR	ALBERT	POLICE OFFICER	SEVENTH DISTRICT	3/19/97	368.80
TOOLES	DENNIS L	POLICE OFFICER	SEVENTH DISTRICT	3/07/97	84.00
TOWEY	JOHN J	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/97	819.12
TRAFICANTI	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/97	4017.10
TRAPP	WAYNE C	POLICE OFFICER	SEVENTEENTH DISTRICT	7/28/97	618.10
VASILOPOULOS	GUS	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	7/07/97	126.08
WALKER	JAMES	POLICE OFFICER	SIXTEENTH DISTRICT	7/19/97	264.80
WALSH	THOMAS	POLICE OFFICER	FIRST DISTRICT	6/09/97	70.00
WASHLOW	WILLIAM G	POLICE OFFICER	EIGHTEENTH DISTRICT	3/27/97	400.00
WATERS	MILTON	POLICE OFFICER	FIFTH DISTRICT	6/16/97	342.00
WEINGART	CAROL	POLICE OFFICER	TWENTIETH DISTRICT	7/07/97	810.50
WEITZMAN	JOSHUA C	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/16/97	77.70
WHITEMAN	ROBERT M	POLICE OFFICER	SEVENTEENTH DISTRICT	12/31/95	500.00
WIKTOREK	MARK C	POLICE OFFICER	FOURTEENTH DISTRICT	8/10/94	120.00
WORTHAM	BERNARD	POLICE OFFICER	SIXTH DISTRICT	2/19/97	116.80
YU	JIMMY	POLICE OFFICER	SEVENTH DISTRICT	7/25/97	708.00
ZAYAS	ANDRES JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/12/97	557.60
DENEEN	DANIEL	CAPTAIN	DISTRICT RELIEF 3	7/16/95	250.00
KOGUT	JOSEPH	PARAMEDIC	AMBULANCE 5	9/15/97	200.00
KRASON	STEVEN	PARAMEDIC	AMBULANCE 48	7/24/97	105.00
MATHEWS	MARLON	ENGINEER	DISTRICT RELIEF 5	6/11/97	555.05
WILSON	LASHAVAN	PARAMEDIC	AMBULANCE 5	7/17/96	1376.77
YOUNG	RONALD L	FIREFIGHTER	TRUCK 34	9/10/97	532.90

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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Mary Clanders and Liberty Mutual Group Suite 300 5000 Tilghman Street Allentown, Pennsylvania 18104	3/29/97 53rd Street	$996.00 170.00*

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Juan A. Munoz Apartment 1R 3120 South Lituanica Avenue Chicago, Illinois 60608	2/22/96 1576 North Milwaukee Avenue	$1,225.00 50.00*
Diane Rubens 1440 West Cullom Avenue Chicago, Illinois 60613	4/6/97 5430 North Ravenswood Avenue	225.00

Damage To Property.

Department Of Sewers:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Kenneth Hauser 6350 North Lenox Avenue Chicago, Illinois 60646	3/1/95 6350 North Lenox Avenue	$67.49

Damage To Vehicle.

Department Of Sewers:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Deborah Haynes 5949 South Princeton Avenue Chicago, Illinois 60621	6/21/97 5924 South Princeton Avenue	$404.00

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*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jolynn Filer Kennedy 1758 North Newcastle Avenue Chicago, Illinois 60707	1/30/97 6800 West Bloomingdale Avenue	$800.00
Michael Daniel Mahoney 637 West 46th Place Chicago, Illinois 60609	2/17/97 1633 West 47th Street	86.00
Thomas Ochocinski 5914 South Melvina Avenue Chicago, Illinois 60638	8/14/97 5726 South Melvina Avenue	223.00

Damage To Vehicle.

Department Of Sewers:
Account Number 314-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Arthur Fred Pokrant 3117 South Racine Avenue Chicago, Illinois 60608	9/13/96 3117 South Racine Avenue	$135.00
Name And Address	Date And Location	Amount
Lucie Struple 11438 South St. Lawrence Avenue Chicago, Illinois 60628	11/26/96 111th Maplewood Avenue	518.00

Personal Damage.

Department Of Streets And Sanitation/Bureau Of Streets: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Scott Dornhecker 6055 South Komensky Avenue Chicago, Illinois 60629	7/25/97 63rd Street	$64.00

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
George Waller 9656 South Union Avenue Chicago, Illinois 60628	6/23/97 9656 South Union Avenue	$300.00
Bijan Zanubi 3315 North Sheffield Avenue Chicago, Illinois 60657	7/22/97 3315 North Sheffield Avenue	385.00

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
Ceal Alexander 8944 South Normal Avenue Chicago, Illinois 60620	5/14/97 83rd and South State Street	$106.00
Lynee D. Alves 5145 West Dakin Street Chicago, Illinois 60641	2/26/97 400 West Grand Avenue	81.00
Julia A. Bailey 10351 South Emerald Avenue Chicago, Illinois 60628	7/5/97 8900 South Union Avenue	207.00
Cassandra Black 6810 South Bennett Avenue Chicago, Illinois 60649	3/5/94 1240 North Lake Shore Drive	52.00 210.00*
Suzanne M. Bonds 5805 South Melvina Avenue Chicago, Illinois 60638	12/11/96 5200 South Archer Avenue	85.00 290.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Margaret Campbell 648 West 111th Street Chicago, Illinois 60628	1/4/97 958 East 111th Street	$326.00
Marilyn Cannon 7222 South Sacramento Avenue Chicago, Illinois 60629	6/2/97 6625 South Damen Avenue	291.00
Jean Carroll 230 East Delaware Place Chicago, Illinois 60611	8/11/97 2100 North Clybourn Avenue	779.00
Georgia Litsos Unit 1203 600 South Dearborn Street Chicago, Illinois 60605	8/3/97 5100 North Central Avenue	130.00*
Alyse Ammons 9442 South Rhodes Avenue Chicago, Illinois 60619	2/14/97 8700 South Stony Island Avenue	109.00*
Sherri L. Donald 1459 West 78th Street Chicago, Illinois 60620	7/8/97 700 East 75th Street	147.00
Retha Flowers 7326 South Kenwood Avenue Chicago, Illinois 60619	8/29/95 East 47th and South Drexel Avenue	156.00 55.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Phyllis A. Gray Apartment 1207 1700 East 56th Street Chicago, Illinois 60637	2/15/97 8706 South Stony Island Avenue	$ 72.00
Denise B. Hammond 3154 West 62nd Street Chicago, Illinois 60629	1/18/97 7500 South Pulaski Road	291.00
Tiffany Kadlec 707 West Diversey Parkway Chicago, Illinois 60614	3/2/97 2704 West Diversey Avenue	743.00
John F. King Apartment 3R 2453 North Halsted Street Chicago, Illinois 60614	1/30/97 2340 North Lincoln Park West	138.00
Harold Leftwich 155 North Harbor Drive Chicago, Illinois 60601	6/7/97 600 South Laramie Avenue	203.00
Jerome Robert Malik 2nd Floor 3117 North Kenmore Avenue Chicago, Illinois 60657	8/4/97 946 West Wellington Avenue (alley)	130.00
Linda Mayo 7003½ West Roosevelt Road Berwyn, Illinois 60402	8/10/97 1000 West North Avenue	35.00 40.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Charlotte Newsome 1836 West 93rd Street Chicago, Illinois 60620	5/29/97 7500 South Western Avenue	$ 258.00
James T. Peterson 1415 West Henderson Street Chicago, Illinois 60657	7/23/97 2131 North Ashland Avenue	72.00
Louise P. Schneemann 11212 South Champlain Avenue Chicago, Illinois 60628	2/6/97 11100 South Corliss Avenue	110.00
Cary M. Silverstein Apartment 1N 6527 North Hoyne Avenue Chicago, Illinois 60645	7/31/97 Ramp at Lake Shore Drive and North LaSalle Street	87.00
Faustina Taylor and American Recovery System Attention: Keith Butler Suite 780 8510 West Higgins Road Chicago, Illinois 60631	2/25/96 1391 East Hyde Park Boulevard	600.00 120.00*
Margaret Taylor 9156 South Princeton Avenue Chicago, Illinois 60620	6/30/95 410 West 79th Street	366.00 115.00*
Thaddeus S. Trychta 3 Old Coach Road South Barrington, Illinois 60010	2/28/97 1600 North Kedzie Avenue	80.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mary Turner 33 West 81st Street Chicago, Illinois 60620	6/24/97 8000 South Princeton Avenue	$225.00
Jose A. Velez 2506 North Drake Avenue Chicago, Illinois 60647	6/5/97 2506 North Drake Avenue	162.00
Kurt Wherley 1316 Walter Drive Machesney Park, Illinois 61115	7/26/97 1923 North Elston Avenue	138.00
Ronald Wiley 318 East 134th Street Chicago, Illinois 60627	2/25/97 11130 South State Street	395.00
Ruben Zamora 8130 South South Shore Drive Chicago, Illinois 60617	8/27/97 7135 South South Shore Drive	108.00

Damage To Vehicle.

Department Of Transportation/Bureau Of Highways And Bridges: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Jean Siegried Darling 131 South Humphrey Avenue Oak Park, Illinois 60302	1/23/96 East 53rd Street and South Lake Shore Drive	$226.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.

Name And Location	Date And Location	Amount
Building Blocks and State Farm Insurance Company Attn: Susan Held Bloomington, Illinois 61709	2/5/97 West Adams Street and South Ashland Avenue	$318.00 235.00*
Henry and Charmaine Coleman and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	3/5/97 5758 West Chicago Avenue	881.00
Laura A. Furfaro 3217 South Archer Avenue Chicago, Illinois 60608	6/7/97 1602 West 33rd Street	403.00 80.00*
Jerry D. Lidsky 3942 Russett Lane Northbrook, Illinois 60062	4/8/97 2948 North Sheffield Avenue	776.00
Leo M. Zinn 8733 Dorchester Avenue Chicago, Illinois 60619	7/29/97 South Indiana Avenue and East 58th	470.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Fire:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Diane Billington 4453 North Central Park Avenue Chicago, Illinois 60625	6/30/97 4442 North Central Park Avenue	$601.00
Frank R. Cozzo 5128 North Monte Clare Avenue Chicago, Illinois 60656	7/20/97 3348 West Wilson Avenue	169.00
Lillie Grexa 8219 West Summerdale Norwood Park Township, Illinois 60656	8/3/97 5701 North Redwood Drive	551.00

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
Katherine Teresa Nowacki 1308 West Bryn Mawr Avenue Chicago, Illinois 60660	6/29/92 During towing	$156.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Menaham Deitcher 1954 North Cleveland Avenue Chicago, Illinois 60614	6/24/94 During towing	427.00*
Annie Diamantidis 8140 North Keating Skokie, Illinois 60076	4/3/97 During towing	1,255.00 35.00*
Raul Diaz Apartment 1 860 West Lawrence Avenue Chicago, Illinois 60640	7/23/97 During relocation	170.00
Csaba Hadas Unit 514 804 Church Street Evanston, Illinois 60201	7/10/97 During towing	275.00
Mark Hayosh Apartment F 521 1350 North Wells Street Chicago, Illinois 60610	8/12/97 During towing	73.00 75.00*
Spencer Jett 1805 South 14th Avenue Broadview, Illinois 60153	7/5/97 During towing	78.00 230.00*
Amanda McQueen 317 East Swords Drive Edelstein, Illinois 61526	3/23/97 During towing	461.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Ellen Meyer Unit 3 2295 Latham Mountain View, California 94040	3/22/94 During towing	$ 42.00
Louise Miofsky and Allstate Insurance Company 1000 East 80th Place Merrillville, Indiana 46410	2/7/97 During towing	851.00 90.00*

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Emma J. Brandon 8722 South Throop Street Chicago, Illinois 60620	10/30/96 8722 South Throop Street	$475.00

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Elizabeth Martinez 1746 West Le Moyne Street Chicago, Illinois 60622	8/13/97 1746 West Le Moyne Street (garage)	$250.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Janusz Binkowski 3233 North Edgington Street Franklin Park, Illinois 60131	8/12/97 West Foster Avenue and North Winthrop Avenue	$1,686.00
Georgia M. Casella 19127 Loomis Homewood, Illinois 60430	7/19/97 Overpass from East 103rd to Dan Ryan Expressway	318.00
Christos Constas 524 South Bedford Lane DesPlaines, Illinois 60016	10/25/96 6344 North Milwaukee Avenue	1,800.00
Tiffany Schofield Unit 109 706 North Annie Glidon Road Dekalb, Illinois 60115	6/2/97 11300 South State Street	875.00
Soodik Printing and ITT Hartford P.O. Box 2073 Attn: Subrogation Department Hartford, Connecticut 06145	1/11/96 628 North Clark Street	574.00
Anne S. Stewart 6542 South Newgard Avenue Chicago, Illinois 60626	8/22/97 1550 West Devon Avenue	8.00
Tadeusz Woronecki 4100 West Fletcher Street Chicago, Illinois 60641	7/22/97 3132 North Karlov Avenue	1,126.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Street Traffic:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Reginald O. Larry 5319 West Monroe Street Chicago, Illinois 60644	8/20/97 During impoundment	$543.00*

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant on account of underground leaks and to charge same to Account Number 200.87.2015.0952.0952:

Name And Address	Date And Location	Amount
Frank Pisani 3100 West Lake Street Chicago, Illinois 60612	7/1/96 to 3/14/97 3100 West Lake Street	$400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

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*To City of Chicago, Bureau of Parking

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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 58905 through 58906 of this Journal.]

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/10/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
ADDISON MANOR CONDOMINIUM ASSN	21	SEMI-ANNUAL 95	787.50	WILLIAM JP BANKS	36
ADDISON POINT CONDO. ASSN.	34	SEMI-ANNUAL 95	1,275.00	WILLIAM JP BANKS	36
BIRCH TREE MANOR #6 CONDO.	18	SEMI-ANNUAL 95	675.00	BRIAN G. DOHERTY	41
BIRCH TREE MANOR CONDO ASSOC	18	SEMI-ANNUAL 95	675.00	BRIAN G. DOHERTY	41
CHEVALIER CONDOMINIUM ASSOC	20	SEMI-ANNUAL 95	750.00	BRIAN G. DOHERTY	41
COLONIAL TERRACE CONDOMINIUM	17	SEMI-ANNUAL 95	637.50	WILLIAM JP BANKS	36
CONCORD LANE CONDOMINIUM ASSN.	18	ANNUAL 95	1,350.00	GINGER RUGAI	19
EDISON PARKER #2 CONDO ASSN.	12	SEMI-ANNUAL 95	450.00	BRIAN G. DOHERTY	41
EDISON PARKER CONDOMINIUM #1	12	SEMI-ANNUAL 95	450.00	BRIAN G. DOHERTY	41
ELLIS COOPERATIVE	33	ANNUAL 95	1,920.00	TONI . PRECKWINKLE	04
EVELYN LANE CONDOMINIUM	48	SEMI-ANNUAL 95	1,800.00	BRIAN G. DOHERTY	41
FOREST TOWERS II CONDO. ASSOC.	39	SEMI-ANNUAL 95	1,170.00	BRIAN G. DOHERTY	41
FRIENDLY VILLAGE NUMBER TWO	18	SEMI-ANNUAL 95	600.00	BRIAN G. DOHERTY	41
GRANVILLE COURTS CONDO. ASSOC.	256	SEMI-ANNUAL 95	9,600.00	PATRICK J O'CONNOR	40
GREENLEAF CONDOMINIUM ASSN.	29	SEMI-ANNUAL 95	810.00	JOE MOORE	49
HEARTHSTONE PLACE CONDOMINIUMS	16	ANNUAL 95	1,200.00	TONI . PRECKWINKLE	04
HIGGINS COURT CONDO'S	14	ANNUAL 95	1,050.00	PATRICK J. LEVAR	45
HYDE PARK MANOR CONDO. ASSN.	60	ANNUAL 95	2,840.72	TONI . PRECKWINKLE	04
IRVING PARK TERRACE CONDO.	44	SEMI-ANNUAL 95	1,650.00	WILLIAM JP BANKS	36
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL 95	825.00	JOE MOORE	49
KEDVALE TERRACE CONDOMINIUM	18	SEMI-ANNUAL 95	508.00	MICHAEL A. WOJCIK	30
KEYSTONE MANOR CONDOMINIUM	18	SEMI-ANNUAL 95	675.00	MICHAEL A. WOJCIK	30
KINGS CORNER CONDO. ASS'N.	6	SEMI-ANNUAL 95	225.00	PATRICK J. LEVAR	45
LAWRENCE CONDOMINIUM ASSOC.	7	SEMI-ANNUAL 95	262.50	PATRICK J. LEVAR	45
MANSARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL 95	900.00	BRIAN G. DOHERTY	41
NORTHWEST POINT CONDO ASS'N.	42	SEMI-ANNUAL 95	1,575.00	BRIAN G. DOHERTY	41
NORTHWEST POINT CONDOMINIUMS	30	SEMI-ANNUAL 95	1,125.00	BRIAN G. DOHERTY	41
NORTHWEST POINT WEST CONDO	10	SEMI-ANNUAL 95	375.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO ASSOC.	34	SEMI-ANNUAL 95	1,275.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO BLDG	28	SEMI-ANNUAL 95	1,050.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO. #2	28	SEMI-ANNUAL 95	960.00	BRIAN G. DOHERTY	41
PARKWAY CIRCLE CONDO ASSOC.	50	SEMI-ANNUAL 95	1,440.00	BRIAN G. DOHERTY	41
POINT EAST CONDOMINIUM	50	SEMI-ANNUAL 95	1,875.00	BRIAN G. DOHERTY	41
RIDGEMOOR ESTATES CONDOMINIUM	44	SEMI-ANNUAL 95	900.00	THOMAS ALLEN	38
SHENANDOAH CONDO ASSOC INC	9	SEMI-ANNUAL 95	337.50	BRIAN G. DOHERTY	41
TARA GROVE CONDOMINIUM	20	ANNUAL 95	1,291.00	LORRAINE L DIXON	08
THE MALIBU CONDOMINIUM	357	SEMI-ANNUAL 95	9,438.03	MARY ANN SMITH	48
THE STATESMAN CONDOMINIUM ASSN	90	SEMI-ANNUAL 95	2,049.00	MARY ANN SMITH	48
THE WARWICK CONDOMINIUM	24	SEMI-ANNUAL 95	900.00	THOMAS ALLEN	38
THE 1143 SOUTH PLYMOUTH COURT	75	ANNUAL 95	4,095.42	MADELINE HAITHCOCK	02
THORNDALE BEACH SOUTH CONDO	226	SEMI-ANNUAL 95	7,054.00	MARY ANN SMITH	48
VILLA COURT CONDOMINIUM ASSN.	9	ANNUAL 95	675.00	MICHAEL R. ZALEWSKI	23
WINDSOR HOUSE CONDO. ASSN.	30	SEMI-ANNUAL 95	1,125.00	PATRICK J. LEVAR	45
WINDSOR POINT CONDOMINIUM ASSN	24	SEMI-ANNUAL 95	900.00	PATRICK J. LEVAR	45
1107-09 W. NORTH SHORE CONDO.	7	SEMI-ANNUAL 95	262.50	JOE MOORE	49

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/10/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
1325-35 E. 52ND ST. CONDO	9	ANNUAL 95	675.00	TONI . PRECKWINKLE	04
1366 DEARBORN PARKWAY CONDO.	40	SEMI-ANNUAL 95	1,500.00	BURTON F. NATARUS	42
1450 GRANVILLE CONDOMINIUM	6	SEMI-ANNUAL 95	225.00	PATRICK J O'CONNOR	40
2127-31-35 HARLEM AVE CONDO.	33	SEMI-ANNUAL 95	1,237.50	WILLIAM JP BANKS	36
247 E. CHESTNUT CONDO ASSOC	88	ANNUAL 95	3,079.71	BURTON F. NATARUS	42
4236 N. KEDVALE CONDO. ASSN.	10	SEMI-ANNUAL 95	375.00	MICHAEL A. WOJCIK	30
4900 MARINE DRIVE CONDO. ASSN.	82	SEMI-ANNUAL 95	2,046.00	MARY ANN SMITH	48
5147-5151 N. EAST RIVER ROAD	72	SEMI-ANNUAL 95	2,700.00	BRIAN G. DOHERTY	41
5155/59 N. EAST RIVER RD.	72	SEMI-ANNUAL 95	1,800.00	BRIAN G. DOHERTY	41
5429 S. MASSASOIT CONDO. ASSN.	9	ANNUAL 95	583.28	MICHAEL R. ZALEWSKI	23
5435-37 S. WOODLAWN AVE. CONDO.	6	ANNUAL 95	450.00	TONI . PRECKWINKLE	04
5555 W. SUNNYSIDE CONDOMINIUM	8	SEMI-ANNUAL 95	300.00	PATRICK J. LEVAR	45
5950 ODELL CONDOMINIUM ASSN.	12	SEMI-ANNUAL 95	450.00	BRIAN G. DOHERTY	41
6251-53 N. GLENWOOD CONDO	6	SEMI-ANNUAL 95	225.00	PATRICK J O'CONNOR	40
6416 W. 64TH PLACE CONDOMINIUM	9	ANNUAL 95	675.00	MICHAEL R. ZALEWSKI	23
6500 NORTH RIDGE CONDO. ASSN.	22	SEMI-ANNUAL 95	697.00	BERNARD L. STONE	50
6831 NORTHWEST HIGHWAY ASSN.	6	SEMI-ANNUAL 95	225.00	BRIAN G. DOHERTY	41
6847-49 NORTH OLMSTED CONDO.	9	SEMI-ANNUAL 95	337.50	BRIAN G. DOHERTY	41
6853-55 N. OLMSTED CONDO., INC	9	SEMI-ANNUAL 95	337.50	BRIAN G. DOHERTY	41
8216 BELMONT BUILDING	9	SEMI-ANNUAL 95	337.50	WILLIAM JP BANKS	36
8435-39 W. BRYN MAWR CONDO	12	SEMI-ANNUAL 95	450.00	BRIAN G. DOHERTY	41
860 LAKE SHORE DRIVE TRUST	248	ANNUAL 95	9,372.02	BURTON F. NATARUS	42

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, December 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 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 page 58909 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on February 9, 1994 and on subsequent dates, sundry claims as follows:

A-OK Automotive, Inc.

Avino, Frank and Hanover Insurance
Baptiste, Willie

Bicoff, Alfredo and State Farm Insurance Company

Bond, Madora

Burch, Linda J.

Buxtin, Scott A.

Cage, Vanessa

Carpenter, Arthur T. and Allstate Insurance Company

(Continued on page 58910)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
FRANKS, LILLIAN S.	14-06-212-006-0000	40 O'CONNOR	50.00
FRIEDMAN, REVA	10-36-100-015-1067	50 STONE	50.00
HERHOLD, CAROLE	17-04-207-086-1436	42 NATARUS	50.00
MILLER, EDWARD S.	20-12-100-003-1481	04 BRECKWINKLE	50.00
PIERCE, JAMES V.	17-04-207-086-1356	42 NATARUS	50.00
RAKOCHEVICH, ADINA	14-28-206-005-1046	44 HANSEN	50.00
RANDALL, JACK	17-03-225-078-1158	42 NATARUS	50.00
SCHNEIDER, MARTHA L.	13-18-409-056-1028	38 ALLEN	50.00
THOMPSON, MARJORIE	14-21-111-007-1256	46 SHILLER	50.00
WIKLAK, HELEN	13-08-420-038-1001	45 LEVAR	50.00
WITSCHONKE, DOROTHY E.	13-02-300-006-1003	39 LAURINO	50.00
YAKES, STELLA I.	19-19-208-050-1028	23 ZALEWSKI	50.00
		* TOTAL AMOUNT	600.00

(Continued from page 58908)

Chu, Anne

Coleman, Ramona M.

County of Cook (2)

Davis, Kenneth

Dortch, Ruben and Clarice and ITT Hartford

Elizondo, Jesus and Allstate Insurance Company

Ennis, James Edward

Famewo, Abiodun O.

Felix, Jose M.

Fiolek, Jozef

Fodor, Laverne M.

Gadson, Wiley and Allstate Insurance Company

Hayes, Sandra

Herrera, Baudelia

James, Michael

Jones, Anthony E.

Jordan, Earnestine

Kirsits, Anita

Kollias, Spirithon and Nationwide Mutual Insurance

Kramaric, Marlene C.

Lach, Tom P.

Lashley-Anderson, Cora and State Farm Mutual Auto Insurance Company

Lee, Cherie U.

Lindsey, Norman

Magee, Catherine E.

Moskal, Tracy

Muhammad, Amani M.

Oliva, Joan M.

Palaschak, Amy

Pasternak, Nancy C.

Pastor, Purificacion

Peoples Gas Light and Coke Company, The (15)

Robinson, Staci

Rodriquez, Richard

Rogers, Beverly D.

Rogers, Darryl

Rubin, Robert L.

Ruff, David

Shaffer, Amy L. and Amica Mutual Insurance Company

Smith, Nicole M.

Vasilco, Patrick M.

Vuckovich, Mary A.

Wallace, Earnest

Wallenberg, Loretta

Wamble, Robbie

Ward, Roxanne

Wilson, Willie

Wysinger, Dorvonya M.

Ziemski, Alfreda,

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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 OCTOBER, 1997.

The Committee on Finance submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication transmitting a list of various cases in which judgments were entered into or cases settled during the month of October, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases were *Placed on File.*

COMMITTEE ON AVIATION.

AUTHORIZATION FOR AMENDMENT OF CONCESSION LICENSE AGREEMENT WITH HIGHLAND COMMUNITY BANK AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on October 1, 1997) relating to an ordinance authorizing a concession agreement with Highland Community Bank, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 46.

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 ("City") is a duly constituted home rule unit of local government pursuant to the 1970 Constitution of the State of Illinois; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare

International Airport (the "Airport"), and possesses the power and authority to grant leases and licenses for the use of premises and facilities at the Airport and to grant other rights and privileges with respect thereto; and

WHEREAS, The City has determined that certain portions of the Airport shall be used for retail and service facilities designed to serve the needs of Airport patrons and employees; and

WHEREAS, The City desires to reconfigure and expand its entire concession program at the Airport to provide retail services and facilities comparable to first class speciality retail projects in major United States urban areas and to ensure such services are provided through out this transitional period; and

WHEREAS, South Shore Bank as successor in interest to Independence Bank of Chicago has been operating the foreign currency exchange at the Airport; and

WHEREAS, Highland Community Bank, a Disadvantaged Business Enterprise ("Highland"), has agreed to accept an assignment from South Shore Bank of its rights under the City's Foreign Curreny Exchange License Agreement ("Agreement") with Independence Bank of Chicago ("Independence"); and

WHEREAS, The City desires to approve the assignment and amend the Agreement to provide for three (3) extension periods of one (1) year, which options shall be exercisable by agreement of the parties; now, therefore,

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

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

SECTION 2. The Commissioner is hereby authorized to consent to the assignment from Independence Bank of Chicago of its rights under the foreign currency exchange agreement with the City of Chicago to Highland Community Bank without resource to the City against Independence for liabilities incurred by the foreign currency exchange after the effective date of the assignment.

SECTION 3. The Mayor is hereby authorized to enter into and execute, subject to the recommendation of the Commissioner and the Comptroller of the City and the approval of the Corporation Counsel as to form and legality, and amendment to the Agreement in substantially the form attached hereto as Exhibit A.

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

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

Exhibit "A".

Amendment.

This amendment (the "Amendment") is entered into by and between the City of Chicago, a municipal corporation and home rule unit of government of the State of Illinois, acting by and through its Department of Aviation (the "City") and Highland Community Bank ("Highland") as of this _____ day of _____, 1997.

Recitals.

Whereas, Pursuant to an agreement between the City and Independence Bank of Chicago (the "Agreement") the City authorized Independence to provide foreign currency at O'Hare International Airport (the "Airport"); and

Whereas, The City previously has approved assignment of the Agreement to Highland; and

Whereas, The City desires to make available for patrons at the Airport additional automated teller machines ("ATMs"); and

Whereas, The parties desire to amend the Agreement to provide for additional ATMs at the Airport and an extension of the Agreement; now, therefore,

The City and Highland agree as follows:

1. The expiration of the term as set forth in Article 2 of the Agreement shall be extended until December 31, 2002.

2. The following article is hereby inserted and incorporated into the Agreement:

Article XXIX.

Required F.A.A. Provisions.

A. The Licensee for itself, its heirs, personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the said property described in this License Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondis-crimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended (49 C.F.R. Part 21 - D.O.T. Title VI Assurance - AC150/5100-15A.

B. The Licensee for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended. (49 C.F.R. Part 21 - D.O.T. Title VI Assurance - AC 150/5100 - 15A).

C. The Licensee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22).

D. The Licensee assured that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance. This provision obligates the Licensee or its transferee for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form or personal property or real property or interest therein or structures or improvement thereon. In these cases, this provision obligates the party or any Transferee for the longer of the following periods: (a) the period during which the

property is used by the City or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. (A.A.I.A. of 1982, Section 520 - AC 150/5100-15a.

E. The Licensee agrees that it will practice nondiscrimination in its activities and will provide D.B.E. participation in the License Agreement as required by the City, in order to meet the City's goals, or as required by the F.A.A. in order to obtain an exemption from the prohibition against long-term exclusive leases. (49 C.F.R. Part 23 AC 150/5100-15A).

F. The Licensee agrees that it shall insert the above five (5) provisions in any subagreement by which said Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein licensed. (See the documents referenced for the above clauses).

G. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a)-AC 150/5100-16A).

H. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Licensee, and without interference or hindrance. (F.A.A. Order 5190.6A-AGL-600).

I. The City reserves the right, but shall not be obligated to the Licensee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Licensee in this regard. (F.A.A. Order 5190.6A-AGL-600).

J. This License Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport. (F.A.A. Order 5190.6A-AGL-600).

K. The Licensee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the licensed premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the licensed premises. (F.A.A. Order 5190.6A-AGL-600).

L. There is hereby reseved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein licensed. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (F.A.A. Order 5190.6A-ACL-600).

M. The Licensee, by accepting this License, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the premises licensed hereunder above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, the owner serves the right to enter upon the land licensed hereunder and to remove the offending structure or object and/or cut down the offending tree, all of which shall be at the expense of the Licensee. (F.A.A. Order 5190.6A-AGL-600).

N. The Licensee by accepting this License agrees for itself, its successors, and assigns that it will not make use of the licensed premises in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby licensed and cause the abatement of such interference at the expense of the Licensee. (F.A.A. Order 5190.6A-AGL-600).

O. This License Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 - F.A.A. Order 5190.6A-AGL-600).

P. It is clearly understood by the Licensee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Assurance 22 F.A.A. Order 5190.6A - AGL-600).

Q. This License Agreement is subject to the requirements of the United States Department of Transportation's Regulations 49 C.F.R. Part 23, Subpart F. The Licensee agrees that it will not discriminate against any business owner because of the owner's race, color, origin, or sex in connection with the award or performance of any subcontract covered by 49 C.F.R. Part 23, Subpart F. The Licensee also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause subcontractors to similarly include the statements in further subcontracts. (49 C.F.R. Part 23, Subpart F).

3. Except as explicitly modified herein, the Agreement shall otherwise remain in full force and effect.

In Witness Whereof, The City and the Contractor have executed this Amendment in Chicago, Illinois, as of the date first written above.

City of Chicago

By: _____
Mayor

_____
City Comptroller

_____
Purchasing Agent

Recommended By:

_____
Commissioner of Aviation

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Highland Community Bank

By: _____

Its: _____

Attest:

By: _____

Its: _____

Subscribed and Sworn to before
me this ___day of___, 1997.

_____
Notary Public

My commission expires: _____.

AUTHORIZATION TO ENTER INTO AND EXECUTE CONCESSION LICENSE AGREEMENTS WITH HOST INTERNATIONAL, INC., BERGHOFFS CAFE L.L.C., PEJON TIE RACK JV-CHICAGO AND SUNGLASS HUT TRADING CORPORATION AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on October 1, 1997) relating to the execution of various concession agreements: Host International, Inc. at O'Hare, Berghoffs Cafe L.L.C. at O'Hare, Pejon Tie Rack JV-Chicago at O'Hare and Sunglass Hut Trading Corporation at O'Hare, begs leave to report and recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 46.

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 ("City") is a duly constituted home rule unit of local government pursuant to the 1970 Constitution of the State of Illinois; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport ("Airport"), consisting of an international terminal ("International Terminal") and three domestic terminals ("Domestic Terminals"), and possesses the power and authority to grant leases and licenses for the use of premises and facilities at the Airport and to grant other rights and privileges with respect thereto; and

WHEREAS, The City has determined that certain portions of the Airport shall be used for food and beverage, retail and service facilities designed to serve the needs of Airport patrons and employees; and

WHEREAS, The City desires to reconfigure and expand its entire concession program at the Airport to provide beverage and retail services and facilities comparable to first class speciality retail projects in major United States urban areas and to ensure such services are provided throughout this transitional period; and

WHEREAS, Host International, Inc. ("Host") has been satisfactorily operating the food and beverage concession at the Domestic Terminals; and

WHEREAS, The City desires to make available to Host certain O'Hare funds for the purpose of developing concession areas in the Domestic Terminals pursuant to the terms set forth in the agreement between Host and the City; and

WHEREAS, A member of Berghoffs Cafe L.L.C. ("Berghoffs") operates Berghoffs Restaurant, a well-known Chicago restaurant, and Berghoffs has been selected to operate a restaurant in the Domestic Terminals; and

WHEREAS, Pejon Tie Rack JV-Chicago ("Tie Rack") has been selected to operate retail clothing shops in the Domestic Terminals; and

WHEREAS, Sunglass Hut Trading Corporation ("Sunglass Hut") has been selected to operate retail clothing accessory shops in the Domestic Terminals; and

WHEREAS, The City and the above-mentioned entities desire to enter into agreements for concessions at the Airport; now, therefore,

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

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

SECTION 2. The Mayor is hereby authorized to enter into and execute, subject to the recommendation of the Commissioner of the Department of Aviation ("Commissioner") and the Comptroller of the City ("Comptroller") and approval of the Corporation Counsel as to form and legality, concession license agreements with: (i) Host in substantially the form attached hereto as Exhibit A; (ii) Berghoffs in substantially the form attached hereto as Exhibit B; (iii) Tie Rack in substantially the form attached hereto as Exhibit C; and (iv) Sunglass Hut in substantially the form attached hereto as Exhibit D.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

[Exhibits "A", "B", "C" and "D" referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1997 ANNUAL APPROPRATION ORDINANCE NECESSARY TO REFLECT INCREASE IN GRANT FUNDS RECEIVED FROM FEDERAL AND PRIVATE AGENCIES.

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

CHICAGO, December 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 necesssary to reflect an increase in the amount of grant funds received from federal 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 Health has been awarded additional federal grant funds in the aggregate amount of Two Hundred Fifty-four Thousand Dollars ($254,000) by the Centers for Disease Control and Prevention which will be used for the Tuberculosis Control and Acquired Immune Deficiency Syndrome Program; and

WHEREAS, The City through its Department on Aging has been awarded grant funds in the amount of Forty-four Thousand Dollars ($44,000) by Associates of Triangle, a private housing management company, which will be used to coordinate services that promote independent living and improve the quality of life for the senior residents in two (2) senior buildings; now, therefore,

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

SECTION 1. The sum of Two Hundred Ninety-eight Thousand Dollars ($298,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 1997.

SECTION 2. The sum of Two Hundred Ninety-eight Thousand Dollars ($298,000) 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 by adding the words and figures indicated in the attached Exhibit A.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Amendment To The 1997 Appropriation Ordinance, As Amended.

925 -- Grant Funds

Code	Department And Item	Amount	Amount
	Estimate Of Grant Revenue For 1997	$700,472,093	$700,726,093
	Awards from Agencies of the Federal Government	$700,472,093	$700,726,093
	Awards from Public/Private Agencies	6,681,000	6,725,000
41	Department Of Health		
	Tuberculosis Control/ H.I.V. T.B. Related	2,258,000	2,512,000
47	Department Of Aging		
	Resident Services Coordination -- Associates of Triangle		44,000

AUTHORIZATION FOR TRANSFER OF YEAR 1997 FUNDS WITHIN COMMITTEE ON AVIATION.

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

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

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 Personal Services	100	15-2220	0000	$9,800.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2220	0700	$9,800.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Aviation during the year 1997.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR TRANSFER OF YEAR 1997 FUNDS WITHIN COMMITTEE ON HUMAN RELATIONS.

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

CHICAGO, December 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 Human Relations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

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

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 Personal Services	100	15-2286	0000	$8,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2286	0300	$8,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Human Relations during the year 1997.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR TRANSFER OF YEAR 1997 FUNDS WITHIN COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

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

CHICAGO, December 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 License and Consumer Protection, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON
Chairman.

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

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

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 Personal Services	100	15-2225	0000	$10,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2225	0300	$10,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on License and Consumer Protection during the year 1997.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON BUILDINGS.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following reports:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration eleven proposed sign orders (which were referred November 19 and 24, 1997 and December 2, 1997 respectively) 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 -- 2nd Ward, two -- 15th Ward, one -- 24th Ward, two -- 31st Ward, one -- 32nd Ward, one -- 38th Ward, two -- 41st Ward and one -- 42nd Ward) transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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):

1111 West Diversey Parkway.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 squre feet (in area of one face) at Perillo Lincoln Mercury, 1111 West Diversey Parkway.

Dimensions: length, 15 feet, 11¼ inches; height, 9 feet, 8 3/16 inches
Height Above Grade/Roof to Top of Sign: 43 feet, 3 3/16 inches
Total Square Foot Area: 148 per side, 296 square feet both sides.

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.

4801 West Fullerton Avenue.
(East Elevation)

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 Banco Popular, 4801 West Fullerton Avenue (east elevation):

Dimensions: length, 12 feet; height, 11 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 138 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.

4801 West Fullerton Avenue.
(North Elevation)

*Ordered,*That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Sign, 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 Banco Popular, 4801 West Fullerton Avenue Worth Elevation):

Dimensions: length, 12 feet; height, 11 feet, 6 inches
Height Above Grade/ Roof to Top of Sign: 25 feet
Total Square Foot Area: 138 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.

---

230 West Grand Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All-American Sign Co., 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 230 West Grand Avenue (painted wall sign):

Dimensions: length, 25 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 500 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.

3357 West Harrison Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Jas. D. Ahern Co., 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Citgo, 3357 West Harrison Street:

Dimensions: length, 14 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 196 square feet per side, 392 square feet both sides.

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.

5356 West Irving Park Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, 1130 North Garfield , Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) atEnterprise Rent-a-Car, 5356 West Irving Park Road:

Dimensions: length, 105 feet; height, 2 feet
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 210 square feet.

Such sign shall comply with all applicable provisions of Title 17 of (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2700 South Michigan Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All-Right Sign, Inc., 3628 Union Avenue, Steger, Illinois, 60475, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Enterprise Rent-a-Car, 2700 South Michigan Avenue:

Dimensions: length, 41 feet, 1 inch; height, 3 feet
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 123 square feet, 3 inches.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6605 South Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Tony Piet Lincoln-Mercury, 6605 South Western Avenue:

Dimensions: length, 31 feet, 5 7/16 inches; height, 3 feet, 3 inches
Height Above Grade/Roof to Top of Sign: 27 feet
Total Square Foot Area: 102.22 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.

6640 South Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Tony Piet Lincoln-Mercury, 6640 South Western Avenue:

Dimensions: length, 15 feet, 11¼ inches; height, 9 feet, 8 3/16 inches
Height Above Grade/Roof to Top of Sign: 35 feet, 10 7/16 inches
Total Square Foot Area: 154.31 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.

Chicago O'Hare International Airport.
(142 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Design Group Signage Corp., 265 Old Higgins Road, Des Plaines, Illinois 60018, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Korean Air Cargo, Cargo Building

517, Site 19, Chicago O'Hare International Airport:

Dimensions: length, 39 feet; height, 3 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 20 feet, 6 inches
Total Square Foot Area: 142 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.

Chicago O'Hare International Airport.
(577.98 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Design Group Signage Corp., 265 Old Higgins Road, Des Plaines, Illinois 60018, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Korean Air Cargo, Cargo Building 517, Site 19, Chicago O'Hare International Airport:

Dimensions: length, 96 feet, 3 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 18.6 feet
Total Square Foot Area: 577.98 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

APPOINTMENT OF MS. DOROTHY ENG AS DIRECTOR OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 8, 1997 for the purpose of considering the appointment of Dorothy Eng as Director of the Board of Ethics, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Approve* said appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Dorothy Eng as Director of the Board of Ethics was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

AMENDMENT OF TITLE 2, CHAPTERS 156 AND 164 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF DISCLOSURE REQUIREMENTS FOR ELECTED CITY OFFICIALS OR EMPLOYEES.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 8, 1997 for the purpose of considering an ordinance amending Chapters 2-156 and 2-164 of the Municipal Code, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* said proposed ordinance.

This recommendation was *Concurred In* by a unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. A new section shall be added to the Municipal Code as follows:

2-156-111. Prohibited Conduct.

(a) No elected official or employee or the spouse of such official or employee, or any entity in which such official or employee or his or her spouse has a financial interest, shall apply for, solicit, accept or receive a loan of any amount from any person who is either doing business or seeking to do business with the city; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.

(b) No elected official, or the head of any city department or agency, shall retain

or hire as a city employee or city contractor any person with whom any elected city official has a business relationship. For purposes of this section, "business relationship" shall have that meaning attributed to it in section 2-156-080(b)(2)(ii) of the Municipal Code.

SECTION 2. Section 2-156-160(b) of the Municipal Code is hereby amended by adding the language in italics, as follows:

The nature of any professional, business or other services rendered by the reporting individual *or by his or her spouse, or by any entity in which the reporting individual or his or her spouse has a financial interest,* and the name and nature of the person (other than the city) to whom or to which such services were rendered if, during the preceding calendar year, (1) compensation in excess of $5,000 was received for professional *or other* services by the reporting individual, *or by such individual's spouse, or by an entity in which the reporting individual or his or her spouse has a financial interest* and (2) the person was doing business with the city, *or with the Chicago Transit Authority, Board of Education, including the Chicago School Reform Board of Trustees, Chicago Park District, Chicago City Colleges, or the Metropolitan Pier and Exposition Authority.*

SECTION 3. Section 156-080(b)(2)(ii) is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

(ii) "Business relationship" shall refer to any contractual or other private business dealing of an alderman, *or his or her spouse, or of any entity in which an alderman or his or her spouse has a financial interest,* with a person or entity which entitles an alderman to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, that the exclusions applicable to a "financial interest", as set forth in section 2-156-010 (1) shall also apply with respect to a "business relationship [.]"*; provided further, that the exception set forth as in 2-156-010 (1)(a) shall not apply with respect to this subsection.*

SECTION 4. Section 2-164-040(a) of the Municipal Code is hereby amended by adding the language in italics, as follows:

(a) No person who has done business with the city, *or with the Chicago Transit Authority, Board of Education, including the Chicago School Reform Board of Trustees, Chicago Park District, Chicago City Colleges, or Metropolitan Pier and Exposition Authority* within the preceding four reporting years or is seeking to do business with the city, *or with any of the other aforementioned entities,* shall make contributions in an aggregate amount exceeding $1,500. . . .

SECTION 5. This ordinance shall be in force and effect upon its passage and approval.

CORRECTIONS OF JOURNALS OF THE PROCEEDINGS OF THE CITY COUNCIL.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on December 8, 1997 for the purpose of considering corrections of the Journals of the Proceedings of the City Council dated December 11, 1996, May 14, 1997 and July 2, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Approve* said Journal corrections.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the said proposed corrections to the Journal of the Proceedings of the City Council transmitted with the foregoing committee report were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

The following are said corrections to the Journal of the Proceedings of the City Council as approved (the italic heading in each case not being a part of the correction):

(December 11, 1996).

I hereby move to correct the Journal of Proceedings of the City Council of December 11, 1996, appearing on page 36347, seventeenth line from the top, by adding another dimension which should read:

Height Above Grade to Top of Sign: 135 feet, 0 inches

at 7757 South South Chicago Avenue for Whiteco Outdoor Advertising, 1770 West 41st Avenue, Gary, Indiana 46408, to permit erection of signs/awnings over 24 feet in height and/over 100 square feet (in area of one face).

(May 14, 1997).

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

SECTION 1. That the Journal of Proceedings of the City Council of the meeting held on May 14, 1997 be amended to include the following tax delinquent parcels in the ordinance authorizing the Board of Commissioners of Cook County to enter no-cash bids on behalf of the City of Chicago for various tax delinquent parcels under the Tax Reactivation Program.

Journal Page	Correction
44124	Exhibit "A" should read Exhibit "A" Amended
44125	Exhibit "A" should read Exhibit "A" Amended
44147	Should Include:
	567 16-22-203-012 1219 South Tripp Avenue
	567 16-22-203-017 1233 South Tripp Avenue
	567 16-22-203-023 1245 South Tripp Avenue
	567 16-22-203-024 1247 South Tripp Avenue
	569 16-23-223-001 3515 West 15th Street
	569 16-23-223-002 1507 South Drake Avenue
	569 16-23-223-003 1509 South Drake Avenue
	569 16-23-223-022 1500 South St. Louis Avenue
	569 16-23-224-001 1501 South St. Louis Avenue
	569 16-23-224-022 1500 South Trumbull Avenue
	570 16-23-317-006 2113 South Pulaski Road
44150	1828 West Lake Street should read 1810 -- 1828 West Lake Street

Journal Page	Correction
44161	540 East 47th Street should read 640 East 47th Street
44183	7301 -- 7319 South South Chicago Avenue should read 7301 -- 7319 South Chicago Avenue
44191	9447 South Cottage Grove Avenue should read 9457 South Cottage Grove Avenue
44192	Should Include:

302 26-30-305-003 12609 -- 12613 South Escanaba Avenue

302 26-30-305-012 12641 South Escanaba Avenue

302 26-30-305-019 12624 South Escanaba Avenue

302 26-30-305-036 2904 East 127th Street

302 26-30-305-037 12636 South Exchange Avenue

302 26-30-305-038 12617 South Escanaba Avenue

302 26-30-305-039 12600 South Exchange Avenue

302 26-30-306-029 12601 South Exchange Avenue

302 26-30-306-030 12633 South Exchange Avenue

302 26-30-306-031 2961 East 126th Street

302 26-30-306-032 2932 East 127th Street

302 26-30-306-033 2950 East 127th Street

302 26-30-306-034 2956 East 127th Street

Journal Page	Correction	
302	26-30-307-011	12640 South Carondolet Avenue
302	26-30-307-042	12644 South Carondolet Avenue
302	26-30-307-044	12600 South Carondolet Avenue
302	26-30-307-045	12600 South Carondolet Avenue
302	26-30-307-046	12650 South Carondolet Avenue
302	26-30-307-047	12650 South Houston Avenue
303	26-30-400-044	12615 South Carondolet Avenue
303	26-30-400-046	12620 South Houston Avenue
303	26-30-400-047	12650 South Houston Avenue
303	26-30-401-036	12601 South Houston Avenue
303	26-30-401-037	12617 South Houston Avenue
303	26-30-401-038	12600 South Baltimore Avenue
303	26-30-401-039	12620 South Baltimore Avenue
303	26-30-401-040	12650 South Baltimore Avenue
303	26-30-401-041	12650 South Baltimore Avenue
303	26-30-402-013	12651 South Baltimore Avenue
303	26-30-402-018	12601 South Baltimore Avenue
303	26-30-402-019	12651 South Baltimore Avenue

Journal Page	Correction	
303	26-30-404-010	12701 South Carondolet Avenue
303	26-30-404-042	12701 South Carondolet Avenue
303	26-30-404-043	12713 South Carondolet Avenue
303	26-30-404-044	12731 South Carondolet Avenue
303	26-30-404-045	12741 South Carondolet Avenue
303	26-30-404-046	12715 South Carondolet Avenue
303	26-30-405-001	12701 South Carondolet Avenue
303	26-30-405-010	12701 South Carondolet Avenue
303	26-30-405-037	12701 South Carondolet Avenue
303	26-30-405-038	12701 South Carondolet Avenue
303	26-30-405-039	12715 South Carondolet Avenue
303	26-30-405-040	12713 South Carondolet Avenue
303	26-30-406-018	3101 East 127th Street
303	26-30-406-019	12715 South Carondolet Avenue
303	26-30-406-020	12731 South Carondolet Avenue
303	26-30-406-021	12751 South Carondolet Avenue
303	26-30-408-021	12811 South Carondolet Avenue
303	26-30-408-023	12801 South Carondolet Avenue

Journal Page		Correction
303	26-30-409-029	12835 South Houston Avenue
303	26-30-409-031	12846 South Baltimore Avenue
303	26-30-409-033	12800 South Baltimore Avenue
303	26-30-409-034	12800 South Baltimore Avenue
303	26-30-409-035	12820 South Baltimore Avenue
303	26-30-410-017	12801 South Baltimore Avenue
303	26-30-414-008	12901 South Houston Avenue

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

(July 2, 1997).

Please move to correct Journal page number 48531 (Aids Living Remembrance Project) to include Alderman Gene Schulter as one of the presenters. Resolution passed Chicago City Council on July 2, 1997.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

REPEAL OF PREVIOUS AMENDMENT TO TITLE 2, CHAPTER 124, SECTION 20 OF MUNICIPAL CODE OF CHICAGO AND INCLUSION OF NEW AMENDMENT TO EXPAND MEMBERSHIP OF COMMUNITY DEVELOPMENT COMMISSION.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 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 repealing the ordinance relating to the composition of the Community Development Commission passed on October 28, 1997 and replacing it with provisions for enlarging the Commission with the addition of six new appointed members, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 amending Section 2-124-020 of the Municipal Code of Chicago relating to the membership of the Community Development Commission which was passed by the City Council on October 28, 1997 (Journal of the Proceedings of the City Council of the City of Chicago, pages 54748 -- 54750) is hereby repealed in its entirety.

SECTION 2. Section 2-124-020 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

Section 2-124-020 Establishment -- Composition -- Transfer Of Powers And Duties.

(a) There is hereby created the community development commission. The commission shall consist of *fifteen members* [nine members] appointed by the mayor with the consent of the city council. The mayor shall initially appoint one member for a one year term, two members for a two year term, two members for a three year term, two members for a four year term and two members for a five year term. *The new members appointed pursuant to this amendatory ordinance shall be appointed for terms as follows: one member for a one year term, one member for a two year term, one member for a three year term, one member for a four year term and two members for a five year term.* Their successors shall serve for a term of five years. Members shall continue to serve on the commission until their successors are appointed and qualified. If a vacancy occurs in the office of any member, an appointment shall be made in like manner to fill the unexpired term. Five members shall constitute a quorum. The affirmative vote of five members *constituting a majority of those voting on the matter* shall be required for the commission to take any action. One member shall be designated by the mayor to serve as chairman.

All members shall serve without compensation. The mayor in his sole discretion may remove any member from office. A person serving the city in another capacity as officer or employee shall be eligible to serve on the commission. The department of planning and development shall perform the administrative functions of the commission, including, but not limited to, the negotiation of redevelopment agreements.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

ISSUANCE OF PERMITS, FREE OF CHARGE, FOR CONSTRUCTION AT VARIOUS LANDMARK LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration the necessary permits, free of charge, for the locations at:

1) 4926 South Kimbark Avenue

2) 231 West Willow Street,

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 all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

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

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):

4926 South Kimbark Avenue.

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, Sewer, 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, for the property at:

Address:	4926 South Kimbark Avenue
District/Building:	Kenwood District
For Work Described As:	Interior and Exterior Renovation
By:	
Owner:	Renwick Paige and Wendy Williams Paige
Owner's Address:	4926 South Kimbark Avenue
City, State, Zip Code:	Chicago, Illinois 60615.

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.

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231 West Willow Street.

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, for the property at:

Address:	231 West Willow Street
District/Building:	Old Town Triangle District
For Work Described as: Addition	Interior and Exterior Renovation and
By:	
Owner:	Mary Bowen
Owner's Address:	1121 Oak Avenue
City, State, Zip Code:	Evanston, Illinois 60202

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.

ACCEPTANCE OF BID FOR PURCHASE OF BOARD OF EDUCATION PROPERTY AT 37 -- 39 SOUTH STATE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 8, 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 Chicago Board of Education accepting the bid of The Prime Group, Inc. for the sale of Board of Education property, located at 37 -- 39 South State 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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 Board of Education of the City of Chicago has recommended

to the City Council Committee on Housing and Real Estate of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to 105 ILCS 5/34-21(b)(1), by a vote of not less than two-thirds (⅔) of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, The Board of Education of the City of Chicago advertised for sale and received a bid on the said real estate; and

WHEREAS, The bid was opened and read in the Department of Purchasing for the Board of Education of the City of Chicago on the first (1st) Tuesday, after the closing bid date; and

WHEREAS, One appraisal was made for this property which indicated that the fair market value of this real estate is as follows:

William A. McCann, MAI and Kevin A. Byrnes
William A. McCann & Associates, Inc.

Market Value: $363,633

Date: As of March 20, 1996

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds (⅔) of its full membership, at its meeting of October 22, 1997, recommended that the acceptance of the bid from The Prime Group, Inc., an Illinois corporation, or its assignee or nominee, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601, in the amount of Four Hundred Thirty Thousand Dollars ($430,000) to purchase the land at 37 -- 39 South State Street, be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of The Prime Group, Inc., an Illinois corporation, or its assignee or nominee, 77 West Wacker Drive, Suite 900, Chicago, Illinois 60601, in the amount of Four Hundred Thirty Thousand Dollars ($430,000) to purchase the land at 37 -- 39 South State Street, further described as follows, to wit:

the south 10 feet of Sublot 3 and the north 10 feet of Sublot 4 in the subdivision of Lots 7 and 10 in Block 2 in Fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian (except the west 27 feet of said land falling in State Street as widened) in Cook County, Illinois,

which property has a frontage of approximately twenty (20) feet on the east side of South State Street, contains a land area of approximately one thousand six hundred sixty (1,660) square feet /0.038 acres, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed to transfer title, as set forth in the offer letter, conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property.

SECTION 3. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF BOARD OF EDUCATION PROPERTIES AT 3700 -- 3754 SOUTH LAKE PARK AVENUE AND 5151 WEST MADISON STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 8, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Chicago Board of Education accepting two bids for the sale of Board of Education property at 3700 -- 3754 South Lake Park Avenue and 5151 West Madison Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

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):

3700 – 3754 South Lake Park Avenue.

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on Housing and Real Estate of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to 105 ILCS 5/34-21(b)(1), by a vote of not less than two-thirds (⅔) of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to

support the Board's authorized purposes; and

WHEREAS, The Board of Education of the City of Chicago advertised for sale and received two (2) bids on the said real estate; and

WHEREAS, The bids were opened and read in the Department of Purchasing for the Board of Education of the City of Chicago on the first (1st) Tuesday, after the closing bid date; and

WHEREAS, One appraisal was made for this property which indicated that the fair market value of this real estate is as follows:

William Price, Jr. and Glenn E. Wierzbicki
Real Property Appraisals

Market Value: $180,500

Date: As of November 19, 1996

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds (⅔) of its full membership, at its meeting of October 22, 1997, recommended that the high bid from Christ the King Lutheran Church, an Illinois religious corporation, 3701 South Lake Park Avenue, Chicago, Illinois 60644 in the amount of One Hundred Ninety Thousand Dollars ($190,000) to purchase the land at 3700 -- 3754 South Lake Park Avenue, be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Christ the King Lutheran Church, an Illinois religious corporation, 3701 South Lake Park Avenue, Chicago, Illinois 60644, in the amount of One Hundred Ninety Thousand Dollars ($190,000) to purchase the land at 3700 -- 3754 South Lake Park Avenue, further described as follows, to wit:

Parcel 1:

Lots 1, 2, east 40 feet of Lot 3, and Lots 10 to 14 in Trumbull and Farlin's Subdivision of Lots 81 and 82 in Ellis East Addition to Chicago in Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

All of the vacated 14 foot wide alley lying southeasterly of and adjoining Lots 1, 2, and the east 40 feet of Lot 3 and northwesterly of and adjoining Lot 14 in Trumbull and Farlin's Subdivision of Lots 81 and 82 in Ellis East Addition to Chicago in Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 8, 9 and 10 in Caroline Cook's Subdivision of Lot 80 in Ellis East Addition to Chicago in Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Parcel 4:

The east half of the south half of Lot 80 and the east half of Lot 79 (except that part of said lots for alley) in Ellis East Addition to Chicago in Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of approximately one hundred fifty and sixty-three one-hundredths (150.63) feet on the south side of East 37th Street, five hundred fifty-nine and three-tenths (559.3) feet of frontage on the west side of South Lake Park Avenue, contains a land area of approximately eighty-four thousand three hundred six (84,306) square feet (one and ninety-three one-hundredths (1.93) acres), and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed to transfer title, as set forth in the offer letter, conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property.

SECTION 3. This ordinance shall be in effect from and after its passage.

5151 West Madison Street..

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on Housing and Real Estate of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to 105 ILCS 5/34-21(b) (1), by a vote of not less than two-thirds (⅔) of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, The Board of Education of the City of Chicago advertised for sale and received a bid on the said real estate; and

WHEREAS, The bid was opened and read in the Department of Purchasing for the Board of Education of the City of Chicago on the first (1st) Tuesday, after the closing bid date; and

WHEREAS, One appraisal was made for this property which indicated that the fair market value of this real estate is as follows:

Zimmerman Real Estate Group, Ltd.

Market Value: $310,000

Date: As of October 23, 1996

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds (⅔) of its full membership, at its meeting of August 27, 1997, recommended that the bid from Truth & Deliverance Christian Center, Inc., an Illinois non-profit corporation, 5151 West Madison Street, Chicago, Illinois 60644, in the amount of Three Hundred Twenty Thousand Dollars ($320,000) to purchase the building and land at 5151 West Madison Street, be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Truth &

Deliverance Christian Center, Inc., an Illinois non-profit corporation, 5151 West Madison Street, Chicago, Illinois 60644, to purchase the building and land at 5151 West Madison Street, further described as follows, to wit:

Parcel 1:

The north 153.96 feet of Lot 66 (except the north 27 feet thereof, taken for widening of West Madison Street and except that part of said Lot 66 taken for South Laramie Avenue) in School Trustee's Subdivision of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The north 142.96 feet of the south 324.9 feet of Lot 66 (except that part taken for South Laramie Avenue) in School Trustee's Subdivision of the north part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois,

which property has a frontage of approximately one hundred sixty-one and seventy-three one-hundredths (161.73) feet on the south side of West Madison Street, two hundred sixty-nine and ninety-two one-hundredths (269.92) feet of frontage on the east side of South Laramie Avenue, one hundred sixty-two and twenty-four one-hundredths (162.24) on the north side of West Monroe Street, contains a land area of approximately forty-three thousand seven hundred twenty-eight (43,728) square feet/1.003 acres, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed to transfer title, as set forth in the offer letter, conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property.

SECTION 3. This ordinance shall be in effect from and after its passage.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 530 WEST KINZIE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 8, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate which was referred an ordinance by the Department of General Services authorizing the Commissioner of General Services to execute an agreement on behalf of the City of Chicago to sell the property at 530 West Kinzie 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 (hereinafter known as "City") is the record owner of certain real property located at 535 West Grand Avenue, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Kinzie Park L.L.C. (hereinafter known as "Kinzie"), an Illinois limited liability company, has entered into an option contract, by and through its manager, The Habitat Company, with the owners of a land abutting the Property, giving Kinzie an option to purchase the abutting property; and

WHEREAS, Kinzie is desirous of combining the abutting property with the Property to complete the assemblage of the two (2) properties into a contiguous parcel in common ownership (hereinafter referred to as the "Assembled Property"); and

WHEREAS, Kinzie intends to build a housing development (hereinafter known as the "Development") upon the Assembled Property consisting of four hundred (400) units, as provided in the amendment to Residential-Business Planned Development Number 87, as approved by ordinance of the City Council on October 1, 1997; and

WHEREAS, Kinzie desires to purchase the Property from the City so as to allow it to accomplish the said assemblege; and

WHEREAS, The Department of Planning and Development has determined that the Property should be made available for sale to Kinzie so as to allow the Development to proceed; and

WHEREAS, The Property has had certain environmental conditions identified as being present upon it that are the responsibility of the City to remediate; 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 Commissioner of the Department of General Services is hereby authorized on behalf of the City of Chicago to execute an agreement in substantially the form as attached hereto as Exhibit B; to sell the Property to Kinzie for the sum of Three Million Two Hundred Thousand and no/100 Dollars ($3,200,000.00) plus or minus such prorations and charges as are customary and usual upon conveyance, and is also authorized to expend such monies, not

to exceed One Hundred Thousand and no/100 Dollars ($100,000.00), as are necessary to remediate the environmental contamination that has been identified upon the Property.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest a quitclaim deed conveying the Property to the grantee.

SECTION 3. This ordinance shall take effect immediately upon it passage.

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

Exhibit "A".

Legal Description:

That part of the southeast quarter of the northwest quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at a point of the south line of West Grand Avenue as opened per ordinance assessment confirmed October 4, 1858, said point being 235.06 feet (as measured along said south line) easterly of the point of intersection of said south line with the east line of Block 60 in Russell, Mather and Robert's Addition to Chicago in Section 9 aforesaid; thence north 84 degrees, 13 minutes, 57 seconds east, along said south line of West Grand Avenue, 218.415 feet to the present westerly dock line of the north branch of the Chicago River; thence south 21 degrees, 44 minutes, 38 seconds east, along said westerly dock line 325.00 feet; thence south 68 degrees, 15 minutes, 22 seconds west, 60.00 feet; thence north 43 degrees, 01 minutes, 18 seconds west, 413.29 feet to the place of beginning, the above described property being part of Wabansia (and its accretions thereto), a subdivision of part of Section 9 aforesaid, in Cook County, Illinois.

Address:

530 West Kinzie Street, Chicago, Illinois.

Permanent Tax Number:

17-09-112-005-0000.

Exhibit "B".

Agreement To Purchase Certain Land.

This Agreement is made this ____ day of _____, 1997, by and between the City of Chicago ("Seller"), and Kinzie Park L.L.C., an Illinois limited liability company (hereinafter "Purchaser").

Recitals.

A. Seller is the fee owner of that certain parcel of land legally described on Exhibit A and located at the southwest corner of Grand Avenue and the Chicago River, Cook County, Illinois, containing approximately forty-five thousand six hundred seventy-five (45,675) square feet (hereinafter "Property").

B. Seller desires to sell and Purchaser desires to purchase the Property upon and subject to the terms and conditions hereinafter set forth.

C. Purchaser has entered into a certain "Agreement to Purchase Vacant Land" dated as of August 22, 1997 (hereinafter the "Agreement of August 22, 1997") to purchase land of approximately two hundred sixty-four thousand one hundred sixty (264,160) square feet that abuts the Property (hereinafter the "Abutting Property"). The Abutting Property is held in trust by LaSalle National Bank, as Trustee, under Trust Agreement dated August 14, 1986 and numbered as Trust Number 111429. The said Agreement of August 22, 1997 provides that Purchaser may purchase the Abutting Property during a window of time that ends in October 1998.

D. Purchaser desires to combine the Property with the Abutting Property for development purposes consistent with the amendment to Residential-Business Planned Development Number 87, as approved by ordinance of the City Council on October 1, 1997. Purchaser intends first to acquire the Abutting Property, and only after so obtaining the Abutting Property to purchase the Property from the City.

Agreement.

Now, Therefore, In consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, Seller and Purchaser agree as follows:

Article 1.

Definitions.

1.1 Definitions.

When used herein, the following terms shall have the respective meanings set forth opposite each such term:

Abutting Property:	As defined in the Recital section above.
Agreement:	This Agreement, including the following exhibits, each of which are incorporated herein by this reference: (Sub)Exhibit "A": Legal Description (Sub)Exhibit "B": Permitted Title Exceptions.
Agreement of August 22, 1997:	As defined in the Recital section above.
Closing Date:	May 1, 1998, or first of each month thereafter up to and including November 1, 1998, unless another date is hereafter agreed to by the parties in writing. Purchaser shall be obligated to give Seller 30 days written notice of Purchaser's intention to close this transaction on a particular date.

Nonrefundable Deposit:	The sum of One Hundred Sixty Thousand and no/100 Dollars ($160,000.00) and any and all interest earned thereon. The Deposit shall be given to the Seller at the time of the execution of this contract and is nonrefundable unless Seller defaults hereunder.
Effective Date:	The date set forth in the heading of this Agreement.
Environmental Laws:	As defined in Section 9.1.
Escrowee:	Chicago Title and Trust Company or Near North National Title Corporation.
Permitted Title Exemptions:	The items listed on (Sub)Exhibit "B".
Property:	The vacant land located at the north branch of the Chicago River, south of Grand Avenue, having a street address of 535 West Grand Avenue, legally described on (Sub)Exhibit "A", together with all improvement thereon or therein; and all privileges, rights, easements, hereditaments, and appurtenances thereto belonging; and all right, title and interest of the titleholder thereof in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) excepting only those rights reserved to the Grantor as set forth on (Sub)Exhibit "B".

Purchase Price:	The consideration payable by Purchaser to Seller for the Seller's interest in the Property and all other covenants and warranties contained herein, as provided in Section 3.1.
Purchaser:	Kinzie Park L.L.C., an Illinois limited liability company.
Seller:	The City of Chicago, an Illinois municipal corporation.
Survey:	Current survey of the Property prepared by a surveyor licensed by the State of Illinois and certified to the Purchaser, the Title Insurer and such other parities as Purchaser shall designate to be prepared in accordance with the standards for Land Title Surveys of American Title Association and American Congress on Surveying and Mapping promulgated in 1986, setting forth the legal description and street address and area of the Property and showing thereon all improvements (including fences), easements (visible or recorded), building lines, curb cuts, sewage, water, electricity, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines), roads and means of physical and record ingress and egress to and from the Property by public roads (including the dimensions of abutting streets).

Title Commitment:	A commitment for ALTA Owner's Title Insurance Policy for the Property issued by the Title Insurer, which may be in a nominal amount, covering title to the Property on or after the date hereof, showing Seller as owner of the Property in fee simple, subject only to the Permitted Title Exceptions, and other exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed on or before the Closing Date.
Title Insurer:	Chicago Title Insurance Company or Near North National Title Corporation, as mutually agreed by the parties.

Article 2.

Purchase And Sale.

2.1 Purchase And Sale.

The Seller shall have no obligation to perform under this Agreement unless the Purchaser consummates the purchase of the Abutting Property according to the terms of the Agreement of August 22, 1997. Upon purchasing the Abutting Property, the Purchaser shall inform the Seller in writing of its intention to perform under the terms of this Agreement. Upon receipt of such notice, and subject to the conditions and on the terms contained in this Agreement, on or before the Closing Date, Seller shall convey fee simple title to the Property to Purchaser or any assignee or designee of Purchaser by good, sufficient and recordable quitclaim deed subject only to the Permitted Title Exceptions which includes the reservation of certain rights in the Seller, all as set forth upon (Sub)Exhibit "B" hereto.

Article 3.

Purchase Price.

3.1 Purchase Price.

The Purchase Price shall be Three Million Two Hundred Thousand and no/100 Dollars ($3,200,000.00), payable in full on the Closing Date, subject to adjustment as provided herein, plus the additional consideration as described in Article 14 herein.

Article 4.

Survey.

4.1 Survey.

The Seller has had a survey of the Property prepared by National Survey Service, dated as of September 22, 1997 and last revised on September 26, 1997, a copy of which Purchaser hereby acknowledges having received prior to the date of this Agreement.

Article 5.

Title Commitment And Searches.

5.1 Title Commitment.

Purchaser acknowledges that it has received and reviewed the Title Commitment prior to the date of this Agreement.

Article 6.

Possession, Prorations And Expenses.

6.1 Possession.

Possession of the Property shall be delivered to Purchaser on the Closing Date. Seller acknowledges that Purchaser will need such possession in order to implement development of the Property and adjacent property. Notwithstanding the foregoing, Purchaser agrees to cooperate with Seller to allow Seller to continue to utilize portions of the property after the Closing Date, provided such use does not interfere with Purchaser's development program.

6.2 Expenses.

The conveyance of this Property is exempt from all transfer taxes. The Seller shall be responsible for all title charges customarily paid by Sellers, fifty percent (50%) of all deed and money escrow fees, and the cost of the Survey. Purchaser shall be responsible for all title charges customarily paid by purchaser including title insurance premiums for extended and affirmative coverages, all recording fees, one hundred percent (100%) of any money lender's escrow fee as well as, and fifty percent (50%) of all other escrow fees. The fees and expenses of Seller's designated representatives, accountants and attorneys shall be borne by Seller, and the fees and expenses of Purchaser's designated representatives, accountants and attorneys shall be borne by Purchaser.

Article 7.

[Intentionally Omitted]

Article 8.

Representations Of Seller.

8.1 Representations And Warranties Of Seller.

To induce Purchaser to execute, deliver and perform this Agreement and without

regard to any independent investigations made by Purchaser, Seller hereby represents and warrants to Purchaser on and as of the Effective Date as follows:

(a) Accuracy of Representations and Warranties. All representations and warranties of Seller appearing in the other articles and sections of this Agreement are true and correct.

(b) Authorization. The Chicago City Council has authorized this transaction by ordinance dated _____ and published in the Journal of Council Proceedings volume _____ at page _____. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

(c) Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utilities, contractors, adjoining land owners or suppliers of goods or services).

Article 9.

Environmental Matters.

The parties acknowledge that each has received and reviewed that certain Phase II environmental assessment dated June 4, 1997 as prepared by STS Consultants Ltd. relative to the Property. The Seller makes no representations or warranties as to the Property for any purpose whatsoever, and the Purchaser agrees to accept the Property "as is".

The parties acknowledge that based on the assessment it will be necessary to perform certain environmental remediation on the Property. Purchaser agrees to cause such remediation work to be performed and will receive a credit against the purchase price in an amount not to exceed One Hundred Thousand and no/100 Dollars ($100,000.00)

at the Closing.

The Purchaser shall have the right to conduct further environmental inspections of the Property if it chooses to do so. In such event, it agrees carefully to inspect the Property prior to the commencement of any inspection activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface utilities or cables. Purchaser shall be solely responsible for the safety and protection of the public. The Seller reserves the right to accompany Purchaser onto the Property, and to inspect any work being done on the Property which shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, Purchaser agrees to restore the Property to its original condition. Purchaser shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for Purchaser, and agrees to indemnify and hold the Seller harmless against any such liens.

Article 10.

Representations And Warranties Of Purchaser.

10.1 Representations And Warranties Of Purchaser.

To induce Seller to execute, deliver and perform this Agreement, Purchaser hereby represents and warrants to Seller on and as of the Effective Date and on and as of the Closing Date as follows:

(a) Accuracy of Representations and Warranties. All representations and warranties of Purchaser appearing in the other articles and sections of this Agreement are true and correct.

(b) Authorization. Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto. This Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective terms.

Article 11.

Conditions Precedent And Termination.

11.1 Purchaser's Remedies In Event Of Failure Of Conditions.

The obligation of Purchaser to close the transaction contemplated hereby is, at Purchaser's option, further subject to all representations and warranties of Seller contained in this Agreement being true and correct on and as of each of the Effective Date and the Closing Date and all obligations of Seller to have been performed on or before the Closing Date having been timely and duly performed. Upon failure of any condition precedent as set forth in this Section 11.1, Purchaser may, by notice to Seller, elect at any time thereafter either to terminate this Agreement or to seek specific performance of this Agreement, which shall be the Purchaser's sole remedies in law or in equity. Without limitation of the foregoing, if this Agreement is terminated pursuant to this Section 11.1 on or prior to the Closing Date, the Nonrefundable Deposit shall be returned to Purchaser together with any and all interest thereon, and all other funds and documents theretofore delivered hereunder or deposited in escrow by either party shall be promptly returned to such party and thereupon neither party shall have any further rights or obligations hereunder.

11.2 Seller's Remedies In Event Of Failure Of Conditions.

The obligation of Seller to close the transaction contemplated hereby, at Seller's option, subject to all obligations of Purchaser which were to have been performed on or before the Closing Date having been timely and duly performed. If any condition precedent to closing of Seller as set forth in this Section 11.2 has not been fulfilled and satisfied on or before the Closing Date, Seller may, by notice to Purchaser, elect at any time thereafter to terminate this Agreement, provided that Seller is not itself in default, and if such termination is due to Purchaser's fault, Seller, as liquidated damages and as Seller's sole and exclusive remedy, shall retain the Nonrefundable Deposit in lieu of all other remedies at law or equity.

Article 12.

[Intentionally Omitted]

Article 13.

Brokerage.

13.1 Brokerage.

Seller hereby represents and warrants to Purchaser that Seller has not dealt with any broker of finder with respect to the transaction contemplated hereby.

Article 14.

Seller's Right To Retain Easement Across Property.

As additional consideration under this Agreement, Seller shall receive from Purchaser, in recordable form, a deed or deeds of easement for public use of and access to the pathway along the riverfront of the Chicago River, which shall substantially formalize the rights of the public to such access as established in the Planned Development as approved by the Chicago Department of Planning and Development and passed by the Chicago City Council on October 1, 1997. The obligation of the Purchaser to convey such easements to the Seller as to the entire area that is the subject of the Planned Development as described shall be a continuing obligation of the Purchaser under this Agreement and shall survive the delivery and recording of the Deed contemplated herein and hereunder.

Article 15.

Closing.

15.1 Closing.

The transaction contemplated hereby shall close at 9:00 A.M. on the Closing Date at

the offices of the Escrowee, or on such other date, time and place as the parties may mutually agree.

15.2 Seller's Deliveries.

On the Closing Date, Seller shall deliver to the Escrowee in exchange for the payment to Seller of the Purchase Price (plus or minus prorations) the following closing documents:

(i) Seller's quitclaim deed conveying to Purchaser fee simple title to the Property, subject only to the Permitted Title Exceptions;

(ii) Seller's certificate dated as of the Closing Date confirming that the representations and warranties set forth in Articles 8 and 9 are true and correct on and as of the Closing Date;

(iii) An Affidavit of Title covering the Property, in customary form;

(iv) An ALTA statement; and

(v) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser to fully effect and consummate the transactions contemplated hereby.

15.3 Approval Of Closing Documents.

All closing documents to be furnished by Seller or Purchaser pursuant hereto shall be in form, execution and substance reasonably satisfactory to both Purchaser and Seller.

15.4 Purchaser's Deliveries.

On the Closing Date, Purchaser shall deliver the following to the Escrowee and in exchange for Seller's deliveries as aforesaid the following:

(i) An ALTA statement; and

(ii) The balance of the Purchase Price as provided in Article 3.1, less the amount allowed for remediation provided in Article 9.

15.5 Joint Deposits.

The parties shall jointly execute all transfer transaction tax declarations and shall jointly execute and deliver to each other an agreed proration statement.

15.6 Concurrent Transactions.

All documents or other deliveries required to be made by Purchaser or Seller at Closing, and all transactions required to be consummated concurrently with Closing shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by Purchaser or its designee and Seller shall have been made, and all concurrent and other transactions shall have been consummated.

Article 16.

Intended Use Of The Property.

16.1 Intended Use Of The Property.

The parties hereto acknowledge that Purchaser intends to use the Property for its own use in the development of a residential housing development according to the Amended Planned Development approved by the City of Chicago Department of Planning and Development. Any reference to the phrases "intended use of the Property", "Purchaser's intended use" or words of similar meaning shall mean Purchaser's development, use and enjoyment of the Property as described in the preceding sentence.

Article 17.

[Intentionally Omitted]

Article 18.

Notices.

18.1 Notices.

Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally with a receipt requested therefor or by cable or telex or sent by a recognized overnight courier service or by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by cable or telex; (b) one (1) business day after depositing with such an overnight courier service or (c) two (2) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by cable or telex shall be subsequently confirmed by United States certified or registered mail.

If To Purchaser:

Kinzie Park L.L.C.
In care of The Habitat Company
Unit 500
350 West Hubbard Street
Chicago, Illinois 60610
Attention: Daniel Levin

With A Copy To:

Jeffery C. Rappin
In care of The Habitat Company
Unit 500
350 West Hubbard Street
Chicago, Illinois 60610

If To Seller:

City of Chicago
Department of General Services
Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner Ponce

With A Copy To:

Office Of The Corporation Counsel
Real Estate Division
Suite 1610
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Kathleen Ransford

Article 19.

Entire Agreement, Amendments And Waivers.

19.1 Entire Agreement, Amendments And Waivers.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby. The provisions hereof shall be independently enforceable, and shall not merge into the deed.

Article 20.

Further Assurances.

20.1 Further Assurances.

The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

Article 21.

Survival And Benefit.

21.1 Survival And Benefit.

All representations, warranties, agreements, indemnifications and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Article 22.

No Third Party Benefits And Assignment.

22.1 No Third Party Benefits And Assignment.

This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder. Seller has no right to assign its rights or to delegate its duties hereunder.

Article 23.

Interpretation.

23.1 Interpretation.

(a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the Effective Date.

(c) Words of the masculine, feminine or neuter gender shall mean and include the

correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(e) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

(f) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(i) Time is of the essence of this Agreement.

(j) Neither Seller nor Purchaser shall avail itself of any remedy granted to it hereunder based upon and alleged default of the other party hereunder unless and until written notice of the alleged default, in reasonable detail, has been delivered to the defaulting party by the nondefaulting party and the alleged default has not been cured on or before 5:00 P.M., Chicago time, on the fifth (5^{th}) day next following receipt of said notice of default.

(k) For the purposes of this Agreement, the phrases "to the best of Seller's knowledge", "to Seller's knowledge" and similar phrases shall imply a reasonable investigation by Seller and its agents.

(l) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to be preparation of this Agreement.

Article 24.

[Intentionally Omitted]

Article 25.

Discrepancy In Descriptions.

25.1 Discrepancy In Descriptions.

The parties intend that the Property which is the subject matter hereof include all of the real property and all interest held by Seller therein. Accordingly, if prior to the delivery of the deed, it appears that any of the legal descriptions of the Property set forth on Exhibit "A" do not include or correctly describe all such real property or interests therein or appurtenances thereto owned by Seller, the legal description of the Property to be conveyed by Seller to Purchaser hereunder shall be modified to correctly describe the same at Purchaser's request.

Article 26.

Offer And Acceptance.

26.1 Offer And Acceptance.

Delivery by Purchaser to Seller of a copy of this Agreement executed by Purchaser shall constitute an offer to purchase the Property upon the terms and conditions herein set forth which offer shall be effective for a period.

In Witness Whereof, This Agreement has been executed and delivered by Seller and Purchaser on the respective dates set forth beneath each of their signatures.

Purchaser:

Kinzie Park, L.L.C., an
Illinois limited liability company

By: _____
Habitat Kinzie Park, L.L.C.,
by The Habitat Company,
its manager

Seller:

City of Chicago
Department of General Services

By: _____
Carlos Ponce,
Commissioner,
Department of General Services

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

(Sub)Exhibit "A" referred to in this Purchase Agreement reads as follows:

(Sub)Exhibit "A".
(To Purchase Agreement)

Legal Description:

That part of the southeast quarter of the northwest quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at a point of the south line of West Grand Avenue as opened per ordinance assessment confirmed October 4, 1858, said point being 235.06 feet (as measured along said south line) easterly of the point of intersection of said south line with the east line of Block 60 in Russell, Mather and Robert's Addition to Chicago in Section 9 aforesaid; thence north 84 degrees, 13 minutes, 57 seconds east, along said south line of West Grand Avenue, 218.415 feet to the present westerly dock line of the north branch of the Chicago River; thence south 21 degrees, 44 minutes, 38 seconds east, along said westerly dock line, 325.00 feet; thence south 68 degrees, 15 minutes, 22 seconds west, 60.00 feet; thence north 43 degrees, 01 minutes, 18 seconds west, 413.29 feet to the place of beginning, the above described property being a part of Wabansia (and its accretions thereto), a subdivision of part of Section 9 aforesaid, in Cook County, Illinois.

Address:

530 West Kinzie Street, Chicago, Illinois.

Permanent Tax Number:

17-09-112-005-000.

SALE OF CITY-OWNED PROPERTY IN NORTH KENWOOD/OAKLAND CONSERVATION AREA TO HABITAT COMPANY AS RECEIVER UNDER CHICAGO HOUSING AUTHORITY SCATTERED SITE PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 8, 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 authorizing the sale of parcels to The Habitat Company, in the North Kenwood/Oakland Conservation Area, pursuant to the Chicago Housing Authority Scattered Site Program at:

4311 South Ellis Avenue

4325 -- 4329 South Berkeley Avenue

4326 South Berkeley Avenue

4516 South Drexel Boulevard,

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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 Chicago Housing Authority ("C.H.A.") is required to implement the C.H.A. Scattered Site Program (in accordance with Gautreaux, et al. v. C.H.A., et al., 66 C 1559 and 66 C 1460 (N.D. Illinois), which requires the construction of housing for low- and moderate-income persons; and

WHEREAS, The Habitat Company ("Habitat") has been appointed by the United States Court for the Northern District of Illinois as Receiver for the development of family housing owned by the Chicago Housing Authority; and

WHEREAS, Habitat has proposed to construct housing pursuant to the C.H.A. Scattered Site Housing Program on various parcels (collectively the "Parcels") of land owned by the City of Chicago as listed below; and

WHEREAS, The Chicago Plan Commission approved the sale of the Parcels to the

Habitat Company on behalf of the Chicago Housing Authority on August 14, 1997; and

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to the Illinois Constitution of 1970 and, as such, has the power to perform any function pertaining to its local government and affairs; now, therefore,

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

SECTION 1. The sale of City-owned property for the express purpose of constructing housing pursuant to the C.H.A. Scattered Site Program pertains to the local government and affairs of the City.

SECTION 2. The sale of the Parcels in the North Kenwood/Oakland Conservation Area to Habitat on behalf of the Chicago Housing Authority, as recommended by the Chicago Plan Commission is hereby approved, as follows:

Parcel/Location	Permanent Index Number	Square Feet	Price
R-128/4311 South Ellis Avenue	20-02-302-005	2,480	$1.00
R-127/4325 --4329 South Berkeley Avenue	20-02-302-011	6,477	1.00
	20-02-302-012		1.00
	20-02-302-013		1.00
R-126/4326 South Berkeley Avenue	20-02-302-303	2,460	1.00
R-129/4516 South Drexel Boulevard	20-02-311-014	7,125	1.00

SECTION 3. 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 Habitat in regard to the conveyance of the Parcels which, among other things,

shall provide the following:

(1) Each Parcel shall be developed pursuant to the C.H.A. Scattered Site Housing Program within five (5) years from the date a Parcel is conveyed to Habitat.

(2) In the event that a Parcel is not developed pursuant to the C.H.A. Scattered Site Program within the above-mentioned time restriction, the City shall have the right to re-enter and re-take possession of such Parcel.

(3) The City's right to re-enter and re-take possession of a Parcel shall terminate upon completion of the improvements on such Parcel under the C.H.A. Scattered Site Program.

(4) Provided a Parcel is developed under the C.H.A. Scattered Site Program, Habitat may convey or transfer title to a Parcel to a third party Developer (in accordance with the normal procedures of the C.H.A. Scattered Site Housing Program) and such developer shall be permitted to obtain financing necessary to construct the improvements on such Parcel which financing may be secured by a lien on such Parcel.

SECTION 4. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed as provided herein.

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

CONVEYANCE OF CITY-OWNED PROPERTY AT 4315 SOUTH VERNON AVENUE TO QUALIFIED PARTICIPANT UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 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 authorizing the sale of property under the Chicago Abandoned Property Program (C.A.P.P.) at 4315 South Vernon Avenue to Denise R. Donald/Courtney L. Donald, in the amount of $300.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings; and

WHEREAS, The Chicago City Council, by ordinance passed May 20, 1992 (Journal of the Proceedings of the City Council, pages 16333 -- 16335), established the Chicago Abandoned Property Program ("C.A.P.P.") to help abate the danger posed by said buildings within the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, The parcels of property identified on Exhibit A attached hereto ("Parcels") were included on the list of properties offered for conveyance to the general public pursuant to the terms of C.A.P.P.; and

WHEREAS, The parties identified on Exhibit A ("Participant") have submitted proposals to the City to either demolish or rehabilitate the buildings situated on the Parcels set forth opposite their names on Exhibit A; and

WHEREAS, The Real Estate Services Advisory Committee has recommended to the City Council that the Parcels be awarded to the Participants for the purpose of the either demolishing or rehabilitating the buildings located thereon; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with each Participant, and such other documents which may be required or necessary to implement the intent and objectives of C.A.P.P., subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying each Parcel to the approved Participant, or to a land trust of which the Participant is the sole beneficiary, or to a business entity of which the Participant is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 4. It is hereby declared to be the intention of the City that upon the issuance of the deed vesting the City in title to each Parcel listed on Exhibit A, all prior liens, encumbrances and other interests of the City shall merge into the deed for such Parcel.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address:

4315 South Vernon Avenue.

Participant:

Denise R. Donald and Courtney L. Donald.

Purpose:

Rehabilitation.

Permanent Index Number:

20-03-400-048

Legal Description:

the south 16½ feet of Lot 48 in the subdivision of the part of the north half of the northwest quarter of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying west of Vincennes Avenue, in Cook County, Illinois.

ACCEPTANCE OF DEED OF DEDICATION FROM ILLINOIS CENTRAL RAILROAD FOR SPECIFIED RIGHT-OF-WAY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 8, 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 Transportation authorizing the Commissioner of Transportation to accept a dedication of right-of-way from the Illinois Central Railroad, 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Illinois Central Railroad ("I.C.") currently holds title to various railroad

rights-of-way in and through real property located in the area bounded by the north line of East Randolph Street, North and South Michigan Avenue, East Roosevelt Road, South Indiana Avenue, East 18th Street, South Calumet Avenue, East 22nd Street as extended and Lake Shore Drive all as more particularly described in Attachment A which is attached hereto and incorporated herein ("Right-of-Way"); and

WHEREAS, The Right-of-Way consist of easements, trackage rights and permission granted by the City to use certain parcels for railroad purposes; and

WHEREAS, The I.C. desires to dedicate to the City its Right-of-Way without requiring the payment of compensation by the City; and

WHEREAS, The City desires to accept the Right-of-Way and devote the affected property to various public purposes, including a off-street busway connecting the Central Business District with McCormick Place; and

WHEREAS, The City is a home rule municipal corporation pursuant to Article VII, Section 6 of the Illinois Constitution 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 Commissioner of Transportation is hereby authorized to accept a deed of dedication or such other appropriate instrument conveying all or a part of the Right-of-Way to the City, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be in effect upon its passage in accordance with law.

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

Attachment "A".

Lower East Randolph Street Parcel.

Legal Description:

A parcel of land located in the west half of the southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, described as follows:

commencing at the northwest corner of East Randolph Street as dedicated March 14, 1979, by Document Number 24879731; thence westerly along the north line of Outparcel "R" of the Plat of Mid-America, a resubdivision of Prudential and Illinois Central Subdivision as recorded November 20, 1957 as Document Number 17069914 to a point on said north line of Outparcel "R", lying 50.76 feet east of the intersection of said north line with the east line of Parcel "C" of the Plat of Mid-America, and the true point of beginning; thence southerly at right angles to the last described line a distance of 28.0 feet to a tangent curve being concave to the northeast and having a radius of 48.0 feet with a central angle of 90 degrees and a chord distance of 67.88 feet; thence southeasterly along said curve a distance of 75.40 feet to a tangent line parallel to the south line of said Plat of Mid-America Resubdivision; thence easterly along a line parallel to the south line of said Plat of Mid-America Resubdivision a distance of 78.0 feet to a point on the west line of said East Randolph Street as dedicated March 14, 1979, by Document Number 24879731; thence southerly along the last said west line a distance of 52 feet, more or less, to a point on a line parallel with and 130 feet normally distant southerly from the south line of said Plat of Mid-America Subdivision; thence westerly along the last said parallel line a distance of 160.0 feet; thence northwesterly along a straight line a distance of 81.58 feet, more or less, to the point of intersection of a line parallel with and 50.0 feet normally distant southerly from the south line of said Plat of Mid-America Subdivision, and a line parallel with and 176 feet normally distant westerly from the west line of said East Randolph Street as dedicated March 14, 1979, by Document Number 24879731; thence westerly parallel with the south line of said Plat of Mid-America subdivision, a distance of 30.0 feet; thence northerly at right angles to the last described line a distance of 50.0 feet to a point on the south line of said Plat of Mid-America subdivision; thence easterly along the last said south line a distance of 84 feet, more or less, to the true point of beginning.

Randolph Street To Monroe Street.

A tract of land in the southwest fractional quarter of Section 10 and in the north half fractional quarter of Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at the point of intersection of the south line of East Randolph Street as defined in the Amendatory Lake Front Ordinance passed by the City Council of the City of Chicago on September 17, 1969 and the easterly right-of-way line of the Illinois Central Gulf Railroad Company; thence south 86 degrees, 54 minutes, 54 seconds west, along the south line of East Randolph Street as shown on Plat of Dedication recorded December 11, 1979 as Document Number 25276446, a

distance of 386.24 feet; thence continuing south 86 degrees, 54 minutes, 54 seconds west, along the south line of said East Randolph Street, 10.00 feet to the point of intersection with the southerly extension of the east line of North Columbus Drive as shown on Plat of Dedication recorded June 5, 1972 by Document Number 21925615, said point of intersection being also the southeast corner of Plat of Dedication of East Randolph Street recorded March 14, 1979 as Document Number 24879731; thence north 89 degrees, 16 minutes, 07 seconds west, along the south line of East Randolph Street per Plat of Dedication recorded March 14, 1979 as Document Number 24879731, a distance of 104.006 feet to the northwest corner of a parcel of land described in quitclaim deed recorded July 9, 1979 as Document Number 25040737, said point being also the point of beginning of the parcel of land herein described; thence south 00 degrees, 06 minutes, 50 seconds west, along the westerly line of said quitclaim deed, 64.53 feet; thence south 05 degrees, 47 minutes, 28 seconds west, along said westerly line, 161.75 feet; thence south 00 degrees, 06 minutes, 50 seconds west, along said westerly line, 258.72 feet; thence south 07 degrees, 09 minutes, 43 seconds west, along said westerly line, 155.55 feet to the point of intersection with the easterly right-of-way line of the Illinois Central Gulf Railroad Company, as described in deed recorded March 5, 1920 as Document Number 6753370; thence south 32 degrees, 12 minutes, 17 seconds west, along said easterly right-of-way line, 511.05 feet; thence southwesterly, 120.31 feet, along said easterly right-of-way line, being the arc of a circle convex to the northwest, having a radius of 955.40 feet and whose chord bears south 29 degrees, 02 minutes, 50 seconds west, 120.23 feet to the point of intersection with the easterly extension of the south line of Block 1, in Fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, surveyed and subdivided by the Board of Canal Commissioners pursuant to law in the month of April, year of 1836, recorded June 10, 1836, ante fire, and re-recorded September 24, 1877 as Document Number 151609; thence south 89 degrees, 43 minutes, 57 seconds west, along said easterly extension, 110.06 feet; thence north 00 degrees, 09 minutes, 26 seconds east, 80.00 feet; thence north 89 degrees, 43 minutes, 57 seconds east, along a line drawn parallel with the south line of Block 1 aforesaid, 42.11 feet to the point of intersection with the southerly extension of the west line of North Stetson Avenue; thence north 00 degrees, 07 minutes, 06 seconds east, along said southerly extension, 701.90 feet; thence south 89 degrees, 16 minutes, 07 seconds east, along a line drawn parallel with the south line of East Randolph Street as shown on the plat of dedication recorded March 14, 1979, as Document Number 24879731, a distance of 74.00 feet to the point of intersection with the southerly extension of the east line of North Stetson Avenue; thence north 00 degrees, 07 minutes, 06 seconds east, along said southerly extension, 400.00 feet to the point of intersection with the south line of East Randolph Street as shown on the Plat of Dedication recorded March 14, 1979, as Document Number 24879731; thence south 89 degrees, 16 minutes, 07 seconds east, along said south line of East Randolph Street, 358.58 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Area:

365,051.8 square feet or 8.38067 acres.

Known as:

Southwest corner of East Randolph Street and North Columbus Drive.

Monroe Street To Balbo Drive.

A parcel of land located in the southwest quarter of Fractional Section 10 and the west half of Fractional Section 15, all in Township 39 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, described as follows:

beginning at the point of intersection of the centerline of Balbo Drive (7th Street) and the east right-of-way line of the Illinois Central Railroad Company, said east right-of-way line also being along a line parallel with the 600 feet normally distant easterly from the west line of 130 feet wide Michigan Avenue, as per the recorded plat thereof; thence northerly along the last said parallel line a distance of 2,350 feet, more or less, to a point on the easterly extension of the north line of 66 foot wide Adams Street, as per the recorded plat thereof; thence continuing northerly along the last said parallel line a distance of 70 feet to a point of tangent; thence northeasterly along a 6 degree curve concave to the southeast a distance of 475 feet, more or less, to a point of the north line of 66 foot wide Monroe Street, as per the recorded plat thereof; thence westerly along said north line of Monroe Street a distance of 120 feet, more or less, to a point on the northerly straight line extension of a line parallel with and 10 feet normally distant westerly from the tangent portion of the easterly most track of the Illinois Central Railroad Company, as said track existed as of April 30, 1987, the last said parallel line also being the common right-of-way and property line between the Illinois Central Railroad Company and the Commuter Rail Division of the Regional Transportation Authority (Metra) as established by deed dated April 30, 1987, and recorded as Document Number 87-233821 in the records of the Cook County Recorder; thence southerly along the last said parallel line a distance of 965 feet, more or less, to a point on the centerline of 66 foot wide Jackson Boulevard, as per the recorded plat thereof, thence westerly along said centerline of Jackson Boulevard a distance of 40 feet, more or less, to a point marking a property corner as established in said Document Number 87-233821; thence southerly parallel with said west line of Michigan Avenue a distance of 145 feet; thence westerly at right angles a distance of 35 feet, more or less, to a

point on a line that lies parallel with and 10 feet normally distant easterly from Metra's easterly most commuter track as of April 30, 1987, the last said parallel line also being established in said Document Number 87-233821; thence southerly along the last said parallel line a distance of 775 feet, more or less,to a point on the centerline of Congress Parkway, as of April 30, 1987; thence westerly along said centerline of Congress Parkway a distance of 10 feet, more or less, to a point a line parallel and/or concentric with and 10 feet normally distant easterly from the Metra's easterly most commuter track as of April 30, 1987, the last said parallel and/or concentric line also being established in said Document Number 87-233821; thence southerly along the last said parallel and/or concentric line a distance of 925 feet, more or less, to a point on said centerline of Balbo Drive; thence easterly along said centerline of Balbo Drive a distance of 70 feet, more or less, to the point of beginning; containing 5.17 acres, more or less.

East 11th Place Description.

A parcel of land located in the southwest quarter of Fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, described as follows:

beginning at the point of intersection of the south line of East 11th Place (Lake Park Place) as per the recorded plat thereof, and the west right-of-way line of the Illinois Central Railroad Company, said west right-of-way line also being along a line parallel with and 400 feet normally distance easterly from the west line of 130 feet wide Michigan Avenue, as per the recorded plat thereof; thence north 89 degrees, 55 minutes, 25 seconds east along the easterly extension of said south line of East 11th Place a distance of 234.71 feet to a point on the common right-of-way and property line of the Illinois Central Railroad Company and the Commuter Rail Division of the Regional Transportation Authority (Metra) as established by deed dated April 30, 1987, and recorded as Document Number 87-233821 in the records of the Cook County, Illinois Recorder; thence northwesterly along the last said common property line a distance of 125 feet, more or less, to a point on a line marking the northerly straight line extension of a line parallel with and 10 feet normally distance easterly from the tangent portion of the easterly most freight track of the Illinois Central Railroad Company, as said track existed as of April 30, 1987; thence northerly along the northerly straight line extension of the last said parallel line a distance of 750 feet, more or less, to a point opposite Illinois Central Railroad Company's Milepost 1.22 said point being the common property line of the Illinois Central Railroad Company and Metra as established in said Document Number 87-233821, said point also being along a line parallel with and 810 feet, more or less,

normally distance southerly from the centerline of Balbo Drive, as per the recorded plat thereof; thence westerly along the last said parallel line a distance of 100 feet, more or less, to a point on a line parallel with and 400 feet normally distant easterly from said west line of Michigan Avenue; thence southerly along the last said parallel line a distance of 875 feet, more or less, to the point of beginning, containing 3.5 acres, more or less.

Rights Of Illinois Central Railroad Within Abutting Metra Property.

Reservations of the Illinois Central Railroad Company as set forth in Section 1.3.1 Air and Support Rights, Section 1.3.2 ICG's Road Easement, Section 1.3.3 ICG's Rail Easement, Section 1.3.4 ICG's Equipment Easement, Section 1.3.5 ICG's Fiber Optic Easement and Section 1.3.6 ICG's Access for Bridge and Drainage System Maintenance, pages 8 through 15, inclusive, of that certain Quitclaim Deed from the Illinois Central Gulf Railroad Company (predecessor of the Illinois Central Railroad Company), et al., "Grantor", to The Commuter Rail Division of the Regional Transportation Authority (Metra), "Grantee", dated April 30, 1987, and recorded as Document Number 87-233821, in the Office of the Cook County Recorder, as the aforesaid reservations are limited to, and lie within, that portion of the property described in (Sub)Exhibit A, attached hereto.

(Sub)Exhibit "A" referred to in these Rights of the Illinois Central Railroad reads as follows:

(Sub)Exhibit "A".
(To Rights Of Illinois Central Railroad Company)

Legal Description:

That portion of the property commonly known as the Illinois Central Gulf Railroad

Company electric commuter rail lines and associated properties which are situated in the County of Cook in the State of Illinois, and being referenced as all of Parcel A-A, Parcel A-B, Parcel A-C and Parcel A-D, in that certain quitclaim deed dated April 30, 1987, from the Illinois Central Gulf Railroad Company to the Commuter Rail Division of the Regional Transportation Authority, as recorded as Document Number 87-233821 in the Office of the Cook County, Illinois Recorder of Deeds, and described in said quitclaim deed as follows:

Grantor's Electrified Commuter Rail Line extends in a general southerly direction from its point of origin at the South Water Street/Randolph Street commuter stations in the vicinity of Mile Post 0.17 in Chicago, Cook County, Illinois, a distance of approximately 2.5 miles along said line of railroad, to the point of terminus at the north line of 22nd Street, just east of South Park Avenue, Chicago, Illinois, the operations of said commuter line, in general, being limited to the following property:

Parcel A-A: running southerly from the south line of South Water Street near Railroad Mile Post 0.17 at South Water Street just east of Beaubien Court in Chicago, Illinois, said right-of-way of varying width of Grantors' operating property, a distance of 0.89 miles along said commuter line trackage, across Sections 10 and 15, Township 39 North, Range 14 East; to the center of 7th Street (Balbo Drive), just east of Michigan Avenue, Chicago, Illinois, as Mile Post 1.06;

Parcel A-B: continuing southerly, said right-of-way being the full width of Grantors' operating property, a distance of approximately 0.16 miles along said commuter line trackage, across Section 15, Township 39 North, Range 14 East; to a line extending east to west parallel with and 10.00 feet normally distant southerly from the centerline of Catenary Structure Number 1-24, just east of Michigan Avenue, Chicago, Illinois, at Mile Post 1.22;

Parcel A-C: continuing southerly, said right-of-way of varying width within the eastern portion of the full width of Grantors' operating property, a distance of approximately 1.34 miles along said commuter line trackage, across Sections 15 and 22, Township 39 North, Range 14 East; to the east face of Railroad Bridge 2-4 (Jumpover Bridge), just east of the intersection of Calumet Avenue and 21st Street, Chicago, Illinois, at Mile Post 2.56;

Parcel A-D: continuing southerly, said right-of-way of varying width, diagonally crossing the full width of Grantors' operating property from northeast to southwest, a distance of approximately 0.11 miles along said commuter line trackage, across Section 22, Township 39 North, Range 14 East; to the north line of 22nd Street, just east of South Park Avenue, Chicago, Illinois, at Mile Post 2.67.

All of the above referenced commuter line property being east of the Third Principal Meridian in Cook County, Illinois, and delineated in heavy outline and hatch marks on the maps.

Excepted and excluded from the above described property is all of the airspace situated between the south line of 11th Place (Park Row) on the north and the north line of 22nd Street on the south, in the City of Chicago, which lies above certain horizontal planes as depicted in said Sheet A-1, Sheet A-2, and Sheet A-3, inclusive.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 846 -- 848 WEST 63RD STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 8, 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 authorizing the acquisition of property, from Peoples Gas, located at 846 -- 848 West 63rd 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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) of Article VII of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Peoples Gas owns that certain property located at 846 -- 848 West 63rd Street and legally described on Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, The Property is located within the Englewood Mall Tax Increment Financing district and is adjacent to six (6) acres of City-owned property which has been the subject of a recent Request for Proposals; and

WHEREAS, The City desires to acquire the Property as part of the redevelopment of the Englewood Mall at 63rd and Halsted; and

WHEREAS, Peoples Gas desires to convey the Property to the City for One and no/100 Dollars ($1.00); now, therefore,

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

SECTION 1. The City Council hereby adopts the foregoing recitals as its findings and incorporates them herein by this reference.

SECTION 2. The City is hereby authorized to acquire the Property from Peoples Gas for One and no/100 Dollars ($1.00) and to accept a deed from Peoples Gas conveying title to the Property subject to the approval of the Corporation Counsel as to form, legality and condition of title and the Commissioner of the Environment as to environmental conditions.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Parcel 1:

That part of Lot 4, lying east of a line drawn from a point on the north line of said Lot 4, which is 1.14 feet east of the northwest corner thereof to a point on the south line of said Lot 4, which is 1.20 feet east of the southwest corner thereof, and all of Lot 5 in Block 1 in Catherine E. Seehase's Subdivision of the south 4-1/6 acres of the southeast quarter of the southeast quarter of the southeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois.

Parcel 2:

The south half of the east/west 12 foot alley lying north of and adjoining Lot 5 and Lot 4 (except the west 1.14 feet of said Lot 4 in Block 1 in Catherine E. Seehase's Subdivision of the south 4-1/6 Acres of the southeast quarter of the southeast quarter of the southeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMITTEE ON HUMAN RELATIONS.

ILLINOIS CONGRESSIONAL DELEGATION URGED TO SUPPORT UNITED STATES CONGRESS HOUSE RESOLUTION 1015 REGARDING RESTORATION OF GOVERMENT BENEFIT ELIGIBILITY FOR LEGAL IMMIGRANTS

The Committee on Human Relations submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a substitute resolution from Alderman Mary Ann Smith (48th Ward) and Alderman Daniel Solis (25th Ward) to support HR 1015, a bill sponsored by Congressman Luis Guiterrez calling for full governmental benefits to legal immigrants and their families (which was referred on September 10, 1997), begs leave to recommend adoption of the substitute resolution. This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on December 9, 1997.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The 1996 changes in federal immigration and welfare policies, supposedly intended to curb illegal immigration, originally deprived legal immigrants who had not yet achieved citizenship, as well as their families, of eligibility for federal means-tested programs that offer medical and financial assistance to those in need; and

WHEREAS, Legal immigrants contribute to the national economy through their employment, and also pay taxes that support these and other federal programs; and

WHEREAS, It is inherently unfair to require a group of taxpayers to support needs-based programs and to deny those same taxpayers the benefits of those programs in time of need; and

WHEREAS, As a result of complaints about the injustice of the 1996 amendments, Congress has adopted the 1997 Balanced Budget Act, which restored eligibility for Supplemental Security Income and Medicaid benefits to legal immigrants who are elderly, blind or disabled, and who lack other means of support; and

WHEREAS, Legal immigrants remain ineligible for other federally means-tested benefit programs, despite being required to pay for the programs through their taxes; and

WHEREAS, The impact of this injustice will be felt most in America's cities, where community agencies and local governments will be called on to help close the financial gap; and

WHEREAS, Congressman Luis Gutierrez has sponsored HR 1015 to restore the eligibility of legal immigrants for all federal assistance programs; 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 December, 1997, do hereby call on the Illinois delegation in the United States Congress to support HR 1015 in order to restore the eligibility of legal immigrants and their families for all governmental benefits; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Illinois delegation in the United States Congress.

COMMITTEE ON PARKS AND RECREATION.

AMENDMENT OF TITLE 10, CHAPTER 40 OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE OPERATION OF VESSELS UPON WATERWAYS UNDER CITY OF CHICAGO JURISDICTION.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration an ordinance (which was referred November 19, 1997), amending Title 10, Chapter 40 of the Municipal Code concerning safe operation of boats and other watercraft, begs leave to recommend the passage of a substitute for the above ordinance.

This recommendation for the passage of the substitute ordinance was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 7-4-4 of the Illinois Municipal Code, the City of Chicago has jurisdiction over all waterways within the city, and over the waters of Lake Michigan that are within the State of Illinois, to a distance of three (3) miles from shore; and

WHEREAS, In the exercise of this authority, the City Council of the City of Chicago has defined the Chicago Harbor and imposed certain restrictions on vessels using the city's waterways; and

WHEREAS, Chicago's lakefront has become increasingly popular as a recreation venue, attracting ever greater numbers of swimmers, fishermen, boaters, runners and people using the lakefront parks; and

WHEREAS, Chicago's Navy Pier has been redeveloped as one of the city's premier attractions, offering dining, theatrical entertainment, shopping, water excursions and other activities; and

WHEREAS, The increased concentration of people on, in and near the waters of Chicago's lakefront is beneficial to the entire city, although not all the increasingly popular uses are mutually compatible; and

WHEREAS, It is appropriate to adopt regulations that recognize the changing patterns of use of Chicago's lakefront, so that public safety, convenience and enjoyment of the lakefront may be promoted; now, therefore,

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

SECTION 1. Chapter 10-40 of the Municipal Code of Chicago is hereby amended by inserting a new Section 10-40-091, as follows:

10-40-091 Insurance Requirements.

No person shall rent a vessel within the harbor, or provide fishing, entertainment or passenger services on a vessel within the harbor, for monetary or other consideration, without first (1) obtaining commercial liability or equivalent insurance, issued by an insurer authorized to insure risks in Illinois, in an amount and form approved by the risk manager in the department of finance; (2) filing with the commissioner of transportation an original certificate of the required insurance; and (3) filing with the commissioner of transportation an executed agreement, in a form approved by the corporation counsel, to hold harmless the city of Chicago, its officers, employees and agents from any and all claims, suits or damages arising from the person's use of the harbor, rental of vessels and providing of services described in this section. The risk manager shall not approve any form of insurance under this section unless (1) the city of Chicago is named as an additional insured against any liability or claim arising from the person's use of the harbor, rental of vessels and providing of services described in this section; and (2) the policy of insurance requires at least 30 days prior notice of cancellation to every insured.

SECTION 2. Section 10-40-260 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

10-40-260 Operation Restrictions.

No person shall operate, or authorize or knowingly permit the operation of, a [motorboat] *vessel* upon the waters of Lake Michigan or upon any waterway within the city:

(a) in such a manner as to endanger the life or limb, or damage the property, of others; or

(b) in such a careless or heedless manner as to be grossly indifferent to the person or property of others*; or*

(c) in such a manner as to disturb or destroy the peace and quiet of others; or

(d) within any area which has been marked by buoys or other distinguishing devices as a restricted area, except in case of emergency or for the purpose of entering or leaving any harbor or launching ramp*;* or

(e) within 150 feet of the shoreline of any public park or within 300 feet of any bathing beach, except in case of emergency or for the purpose of entering

or leaving a pier, slip launching or docking area; or

(f) by a person under the age of 16 years unless properly supervised by an adult or as permitted by state law; or

(g) without yielding the right-of-way to any swimmer; or

(h) without complying with all applicable state and federal safety equipment requirements, including the require of personal flotation devices; or

(i) in violation of posted restrictions on wake or speed.

Any person who shall violate any provision of this section shall be fined not less than [$25.00] *$100.00* nor more than [$200.00] *$750.00*, or imprisoned for not less than 10 days nor more than six months, or both, for each offense.

SECTION 3. Chapter 10-40 of the Municipal Code of Chicago is hereby amended by inserting a new Section 10-40-261, as follows:

10-40-261 Restrictions On Wake Of Vessels.

(a) No person shall operate a vessel in such a way that the boat creates a wake in any of the following areas in the Lake Michigan portions of the Chicago Harbor, except in case of an actual emergency:

(1) within 150 feet of any buoy marking a bathing beach or swimming area;

(2) within 150 feet of the shoreline or a breakwater;

(3) within 150 feet of any other vesses;

(4) within 150 feet of a boat launching ramps;

(5) within 150 feet of any portion of the Chicago River Locks structure;

(6) west of the east line of Navy Pier, between the south line of Navy Pier and the south line of the Chicago River locks structure;

(7) west of the east line of Navy Pier, between the north line of Navy Pier and the south line of the Jardine Water Filtration Plant;

(8) at any other location where no wake signs or markings are posted by the commissioner of Transportation pursuant to subsection (b) of this section.

(b) the commissioner of Transportation shall post appropriate markings or signs to identify the no-wake areas listed in subsection (a) of this section. The Commissioner may also mark additional no-wake areas as directed from time to time by the City Council, and where an appropriate state of federal agency indicates the need for such restriction. All such signs and markings shall comply with applicable state and federal regulations;

(c) any person who violates any provision of subsection (a) of this section shall be subject to a fine of not less than $100.00 and not more than $500,00.

SECTION 4. This ordinance shall take effect ten days after its passage and publication.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 30, September 10 and October 1, 1997) ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

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
32	North Lincoln Avenue (east side) from a point 186 feet south of West Belmont Avenue, to a point 45 feet south thereof -- handicapped loading zone -- 6:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (97-1121);
46	North Kenmore Avenue (east side) from a point 447 feet north of West Irving Park Road, to a point 10 feet north thereof -- handicapped loading zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (97-0966);
47	West Cullom Avenue (south side) from a point 30 feet west of North Western Avenue, to a point 25 feet west thereof -- 7:00 A.M. to 11:00 P.M. -- no exceptions (97-1349);
50	3524 West Peterson Avenue alongside on North Drake Avenue, from West Peterson Avenue to a point 50 feet north thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed April 16, 1997 (Journal of the Proceedings of the City Council, page 42651) which reads:

"North LaSalle Street (west side) from a point 30 feet north of West Huron Street, to a point 40 feet north thereof -- no parking/loading zone -- 9:30 A.M. to 8:00 P.M. -- tow-away zone"

by striking:

"40 feet"

and inserting in lieu thereof:

"65 feet" (42nd Ward) (97-1155).

SECTION 2. Repeal loading zone located at 3959 North Broadway (46th Ward).

SECTION 3. Amend ordinance passed July 2, 1997 (Journal of the Proceedings of the City Council, page 48077) which reads:

"West Peterson Avenue (north side) from a point 20 feet east of North Fairfield Avenue, to a point 25 feet east thereof -- no parking/loading zone -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday"

by striking:

"North Fairfield Avenue"

and inserting in lieu thereof:

"North Talman Avenue" (50th Ward) (97-1372).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10, 1997) proposed ordinances to establish and to amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Restriction Of Vehicular Traffic Movement To Single Direction.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
42	North Rush Street, from East Ohio Street to East Ontario Street -- northerly.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed February 26, 1997 (Journal of the Proceedings of the City Council, page 9837) which reads:

"West Morse Avenue, from North Western Avenue to North California Avenue -- one-way westerly"

"North Western Avenue"

and inserting in lieu thereof:

"first alley west of North Western Avenue" (50th Ward) (97-1168).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND REMOVAL OF PARKING METERS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10 and October 1, 1997) proposed ordinances to establish and to amend 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 Areas.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location
43	North Sheffield Avenue (east side) between West Webster Avenue and the first alley south thereof -- installation of parking meter Area 333 -- two hour meters -- twenty-five cents per hour -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday;

Ward	Location
43	West Webster Avenue (both sides) between North Bissell Street and North Sheffield Avenue -- installation of parking meter Area 333 -- two hour meters -- twenty-five cents per hour -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Parking Meters.

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

SECTION 1. Removal of parking meters from area 915, on South Hyde Park Boulevard (west side) from a point 30 feet north of East 53rd Street to a point 200 feet north thereof (4th Ward).

SECTION 2. Removal of parking meters from Area 409 on South Michigan Avenue (west side) from East 114th Place to East 115th Street (9th Ward).

SECTION 3. Removal of four parking meters from Area 280 on South Albany Avenue (east side) between South Archer Avenue and first alley north thereof (12th 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, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 14, June 4, July 30, September 10 and October 1, 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
15	West 74th Street (both sides) from South Western Avenue to South Bell Avenue -- no parking of trucks (97-1046).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking At All Times.
(Except For Handicapped)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
2	At 2324 West Polk Street -- Handicapped Parking Permit 15654;
4	At 4818- A South Drexel Boulevard -- Handicapped Parking Permit 15657;
5	At 2045 East 73rd Street -- Handicapped Parking Permit 15661;
5	At 2358 East 68th Street -- Handicapped Parking Permit 15658;
5	At 7144 South Bennett Avenue -- Handicapped Parking Permit 15340;
6	At 8455 South Wabash Avenue -- Handicapped Parking Permit 15666;
6	At 8226 South Ridgeland Avenue -- Handicapped Parking Permit 15664;
6	At 7721 South Rhodes Avenue -- Handicapped Parking Permit 15508;
7	At 8237 South Colfax Avenue -- Handicapped Parking Permit 15517;
8	At 9816 South Ellis Avenue -- Handicapped Parking Permit 15668;

Ward	Location
8	At 947 East 84th Place -- Handicapped Parking Permit 15399;
9	At 10825 South Prairie Avenue -- Handicapped Parking Permit 15669;
9	At 10428 South Indiana Avenue -- Handicapped Parking Permit 13203;
11	At 3522 South Paulina Street -- Handicapped Parking Permit 15673;
11	At 3643 South Marshfield Avenue -- Handicapped Parking Permit 15548;
13	At 7747 South Spaulding Avenue -- Handicapped Parking Permit 15677;
17	At 7039 South Laflin Street -- Handicapped Parking Permit 15572;
17	At 6556 South Justine Street -- Handicapped Parking Permit 15017;
18	At 8138 South Winchester Avenue -- Handicapped Parking Permit 15502;

Ward	Location
22	At 2238 South Homan Avenue -- Handicapped Parking Permit 15690;
23	At 5040 South Kostner Avenue --Handicapped Parking Permit 15694;
24	At 3327 West Lexington Street --Handicapped Parking Permit 15546;
24	At 3718 West Lexington Street -- Handicapped Parking Permit 15697;
24	At 3704 West Grenshaw Street --Handicapped Parking Permit 15699;
24	At 4251 -- 4253 West Congress Parkway -- Handicapped Parking Permit 14169;
26	At 3243 West Evergreen Avenue -- Handicapped Parking Permit 15583;
26	At 2821 West Wellington Avenue --Handicapped Parking Permit 15721;
27	At 3958 West Ontario Street -- Handicapped Parking Permit 15643;
27	At 957 North Ridgeway Avenue -- Handicapped Parking Permit 15725;

Ward	Location
27	At 2134 West Ohio Street -- Handicapped Parking Permit 15723;
27	At 602 North Monticello Avenue -- Handicapped Parking Permit 15722;
28	At 434 North Lawndale Avenue --Handicapped Parking Permit 15739;
28	At 3329 West Adams Street -- Handicapped Parking Permit 15730;
28	At 178 North Laporte Avenue -- Handicapped Parking Permit 15726;
28	At 5126 West Quincy Street -- Handicapped Parking Permit 15729;
28	At 446 North Hamlin Avenue -- Handicapped Parking Permit 15727;
28	At 1251 South California Avenue --HandicappedParking Permit 15741;
29	At 5028 West Van Buren Street --Handicapped Parking Permit 15593;
29	At 1447 North Austin Boulevard --Handicapped Parking Permit 15606;

Ward	Location
29	At 5045 West Gladys Avenue (Townhouse A) Handicapped Parking Permit 15731;
30	At 5457 West Schubert Avenue (alongside on North Linder Avenue) --Handicapped Parking Permit 15621;
30	At 4233 North Keeler Avenue -- Handicapped Parking Permit 15732;
30	At 3037 North Lotus Avenue -- Handicapped Parking Permit 15734;
31	At 2251 North Avers Avenue -- Handicapped Parking Permit 15633;
33	At 3554 West Sunnyside Avenue -- Handicapped Parking Permit 15745;
33	At 2826 West Wellington Avenue -- Handicapped Parking Permit 15701;
34	At 11607 South Loomis Street -- Handicapped Parking Permit 15114;
34	At 235 West 112th Place -- Handicapped Parking Permit 15595;
34	At 11001 South Emerald Avenue -- Handicapped Parking Permit 15596;

Ward	Location
35	At 3240 West George Street -- Handicapped Parking Permit 15702;
35	At 2415 North Bernard Street -- Handicapped Parking Permit 15703;
36	At 3342 North Paris Avenue -- Handicapped Parking Permit 15599;
36	At 3041 North Nagle Avenue -- Handicapped Parking Permit 15705;
37	At 1528 North Lotus Avenue -- Handicapped Parking Permit 15610
37	At 200 North Latrobe Avenue -- Handicapped Parking Permit 15604;
37	At 4848 West Potomac Avenue -- Handicapped Parking Permit 15706;
37	At 906 North Lavergne Avenue -- Handicapped Parking Permit 15603;
37	At 4457 West Cortez Street -- Handicapped Parking Permit 15707;
38	At 6257 West Waveland Avenue -- Handicapped Parking Permit 15709;

Ward	Location
38	At 5901 West Addison Street (install on North Marmora Avenue) Handicapped Parking Permit 15649;
39	At 5528 North Spaulding Avenue -- Handicapped Parking Permit 15710;
39	At 5001 North Central Park Avenue -- Handicapped Parking Permit 15711;
42	At 1344 North Dearborn Street -- Handicapped Parking Permit 15713;
43	At 2239 North Burling Street -- Handicapped Parking Permit 15714;
44	At 633 West Barry Avenue -- Handicapped Parking Permit 15715;
47	At 3835 North Hermitage Avenue -- Handicapped Parking Permit 14564;
47	At 1925 West Belle Plaine Avenue -- Handicapped Parking Permit 15746;
47	At 1920 West Belle Plaine Avenue -- Handicapped Parking Permit 15736;
49	At 1600 West Greenleaf Avenue -- Handicapped Parking Permit 15737;

Ward	Location
49	At 1332 West Touhy Avenue -- Handicapped Parking Permit 15748;
49	At 1634 West Columbia Avenue -- Handicapped Parking Permit 15750;
50	At 3114 West Birchwood Avenue -- Handicapped Parking Permit 15751;
50	At 2843 West Sherwin Avenue -- Handicapped Parking Permit 15738.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)

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

SECTION 1. Relocate Handicapped Parking Permit 15753 from 2500 West Eastwood Avenue to 6819 North Seeley Avenue (50th Ward).

SECTION 2. 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 area indicated, during the hours specified:

Ward	Location
47	North Leavitt Street (west side) from West Byron Street to West Irving Park Road -- 7:30 A.M. to 4:00 P.M. -- on school days (97-1163).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location
2	South Oakley Boulevard, from West Congress Parkway to West Polk Street, in the 500, 600 and 700 blocks -- at all times (Zone 80);
10	13100 block of South Houston Avenue (west side) at all times (Zone 493);
14	South Sawyer Avenue (both sides) from West 43rd Street to the first alley south thereof -- at all times (Zone 252);
19	On both sides of West 94th Street, west of South Claremont Avenue until the cul-de-sac -- at all times (Zone 491);
21	400 block of West 95th Place (both sides) at all times (Zone 159);
21	8700 block of South Peoria Street (both sides) at all times (Zone 439);
21	900 block of West 95th Street (both sides) at all times (Zone 490);
23	5000 block of South Keeler Avenue (both sides) from the first alley north of Archer Avenue to West 51st Street -- at all times (Zone 36);

Ward	Location
23	4700 block of South Harding Avenue (west side) from West 47th Street to the first alley south thereof -- at all times (Zone 258);
24	4300 block of West Flourney Street (both sides) at all times (Zone 489);
24	4300 block of West Lexington Street (both sides) at all times (Zone 489);
27	North Avers Avenue (both sides) from West Augusta Boulevard to West Thomas Street -- at all times (Zone 193);
30	2900 block of North Lawndale Avenue, from North Milwaukee Avenue to North Hamlin Avenue -- 4:00 P.M. to 6:00 A.M. (Zone 141);
31	2300 block of North Hamlin Avenue (both sides) from the first alley south of West Fullerton Avenue to West Belden Avenue -- 4:00 P.M. to 7:00 A.M. -- all days (Zone 93);
31	4800 block of West Shakespeare Avenue (north side) from the first alley west of North Cicero Avenue to North Lamon Avenue -- 4:00 P.M. to 7:00 A.M. -- all days (Zone 492);

Ward	Location
41	4800 block of North Sayre Avenue (both sides) at all times (Zone 178);
43	1600 block of North Orchard Street (east side) 6:00 P.M. to 12:00 Midnight -- all days (Zone 143);
50	6200 block of North Rockwell Street (both sides) 6:00 P.M. to 9:00 A.M. -- Monday through Friday and all day Saturday and Sunday (Zone 448).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend Residential Parking Zone 19 on West Race Street (both sides) from North Waller Avenue to North Austin Boulevard -- at all times, by striking:

"North Waller Avenue"

and inserting in lieu thereof:

"North Menard Avenue" (29th Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

Ward	Location
23	West 48th Street, alongside 4800 South Pulaski Road, from South Pulaski Road to the first driveway west thereof and parallel to South Pulaski Road (97-1061);
47	North Maplewood Avenue (east side) from West Irving Park Road to first east/west alley north thereof (97-1165).

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, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 1, 1997) proposed orders to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

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
50	2400, 2500, 2600, 2700 and 2800 blocks of West Glenlake Avenue -- fifteen miles per hour (97-1367).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10 and October 1, 1997) 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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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
42	East Ontario Street (north side) from a point 265 feet west of North Lake Shore Drive (inner) to a point 25 feet west thereof, fifteen minute standing zone -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 1:00 A.M. -- Monday through Friday -- 8:00 A.M. to 1:00 A.M. -- Saturday and Sunday -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (97-1332);
42	South Morgan Street (west side) from West Vernon Park Place to West Taylor Street -- fifteen minute standing zone -- at all times -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes;
43	North Wayne Street (east side) from North Clybourn Avenue to West Webster Avenue -- no parking -- 9:00 P.M. to 8:00 A.M. -- tow-away zone (97-1157);

Ward	Location
44	North Lake Shore Drive (local) (west side) from a point 208 feet north of West Roscoe Street, to a point 30 feet north thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (97-1342);
47	North Oakley Avenue (both sides) from West Lawrence Avenue to the first east/west alley north thereof -- no parking anytime -- tow-away zone (97-1350).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zone.

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

SECTION 1. Amend ordinance passed November 12, 1997, printed on page 56897 of the Journal of Proceedings of the City Council, which reads:

"North Rush Street (west side) from East Bellevue Place to a point 60 feet north thereof -- no stopping, no standing, no parking -- 6:00 P.M. to 6:00 A.M. -- tow-away zone"

by striking:

"to a point 60 feet north thereof"

and inserting in lieu thereof:

"to North State Street".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 30, September 10 and October 1, 1997) a proposed ordinance and proposed orders to erect traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

Said ordinance and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the type specified:

Ward	Type Of Sign And Location
4	"All-Way Stop" signs, at South Ellis Avenue and East 44th Street (97-1225);
4	"All-Way Stop" signs, at South Berkeley Avenue and East 44th Street (97-1226);
5	"All-Way Stop" signs, at South Oglesby Avenue and East 70th Street (97-1067);
5	"Stop" sign, stopping East 78th Street for South Avalon Avenue (97-1063);
6	"All-Way Stop" signs, at South Perry Avenue and West 74th Street (97-1070);

Ward	Location
16	"Stop" signs, stopping South Ada Street for West 61st Street (97-1083);
16	"Stop" signs, stopping South Winchester Avenue for West 53rd Street (97-1084);
16	"All-Way Stop" signs, at South Bishop Street and West 60th Street (97-1085);
22	"All-Way Stop" signs, at South Homan Avenue and West 25th Street (97-0999);
22	"All-Way Stop" signs, at South Keeler Avenue and West 24th Place;
30	"Stop" signs, stopping West Belle Plaine Avenue for North Avers Avenue;
30	"Stop" signs, stopping West Belle Plaine Avenue for North Kedvale Avenue (97-1181);
31	"All-Way Stop" signs, at North Kilpatrick Avenue and West Wrightwood Avenue (97-1180);
31	"All-Way Stop" signs, at West Palmer Street and North Kedvale Avenue (971187);

Ward	Type Of Signs And Location
31	"All-Way Stop" signs, at North Kenneth Avenue and West Palmer Street (97-1185);
31	"All-Way Stop" signs, at West Wellington Avenue (3000) and North Kilpatrick Avenue (4700);
32	"Stop" signs, stopping West Altgeld Street for the first alley west of North Marshfield Avenue (97-1297);
34	"Stop" signs, stopping South Morgan Street for West 118th Street (97-1188);
34	"Stop" signs, stopping South Morgan Street for West 116th Place (97-1189);
38	"Four-Way Stop" signs, at the intersection of West Berenice Avenue and North Narragansett Avenue;
39	"Stop" signs, stopping West Ainslie Street for North St. Louis Avenue (97-1208);
49	"All-Way Stop" signs, at West Sherwin Avenue and North Paulina Street (97-1215).

Installation Of "Close 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 "Close To Traffic" signs at the below listed location:

Ward	Location
13	West 77th Street, along the east curb line of South Cicero Avenue (97-1241).

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 become: "*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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, December 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 (June 4, July 30, September 10, October 1 and 28, 1997) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibition At All Times -- Handicapped:

Ward	Location
35	At 2861 West Lyndale Street. Duplicate ordinance proposal passed with Permit Number 15598 on September 10, 1997;
36	At 3655 North New England Avenue. Duplicate ordinance proposal passed with Permit Number 15478 on July 2, 1997;

Ward	Location
50	At 6819 North Seeley Avenue. Duplicate ordinance proposal passed with Permit Number 15753 on October 1, 1997.

Traffic Warning Signs/Signals:

Ward	Location
2	For north/southbound traffic on South Damen Avenue (900 south) "Two-Way Stop" sign. South Damen Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (97-0711);
14	South Albany Avenue, for north/south-bound traffic at West 38th Place -- "Stop" sign. A "Two-Way Stop" sign will be installed stopping West 38th Street for South Albany Avenue. There is insufficient date to evaluate the need for an "All-Way Stop" (97-1080);

Ward	Location
20	6000 South Princeton Avenue. South Princeton Avenue and West 60th Street is a through street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1099);
22	East/westbound traffic on West 25th Street and southbound South St. Louis Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-0996);
22	East/westbound traffic on West 25th Street and South Harding Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-0997);

Ward	Location
22	East/westbound traffic on West 25th Street at the intersection of South Avers Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-0998);
22	East/westbound traffic on West 25th Street at the intersection of South Springfield Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1000);
22	East/westbound traffic on West 25th Street at the intersection of South Ridgeway Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1001);

Ward	Location
22	East/westbound traffic on West 25th Street and South St. Louis Avenue -- "Two-Way Stop" sign. West 25th Street is a through street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1103);
22	East/westbound traffic on West 25th Street at the intersection of South Ridgeway Avenue -- "Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1104);
22	East/westbound traffic on West 25th Street at intersection of South Springfield Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1105);

Ward	Location
22	East/westbound traffic on West 25th Street and South Harding Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1106);
22	East/westbound traffic on West 25th Street at the intersection of South Avers Avenue -- "Two-Way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1107);
22	East/westbound traffic on West 25th Street and South Drake Avenue -- "Two-way Stop" sign. West 25th Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1108);

Ward	Location
22	East/westbound traffic on West 25th Street and South Homan Avenue -- "Two-Way Stop" sign. Duplicate request. Recommended for an "All-Way Stop" sign on proposal dated July 30, 1997 (97-1109).

Traffic Lane Tow-Away Zone:

Ward	Location
47	North Oakley Avenue (both sides) from West Lawrence Avenue north to the first east/west alley -- at all times. Duplicate request. Recommended on an additional proposal dated October 1, 1997 (97-1352).

Amend Loading Zones:

Ward	Location
42	West Superior Street (south side) from a point 70 feet east of North Orleans Street, to a point 45 feet east thereof -- loading zone/tow-away zone -- 11:30 A.M. to 1:00 A.M.. Ordinance previously repealed on October 28, 1997 (97-1331).

These *Do Not Pass* recommendations were concurred in by the members of the committee present.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AMENDMENT OF TITLE 9, CHAPTERS 64, 104 AND 112 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF TAXICABS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 various provisions of the Municipal Code of Chicago relating to taxicab regulation. The original ordinance was referred to the committee on November 19, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Levar, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- Alderman Shiller -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

9-112-010 Definitions

* * * * *

(p-1) "Principal place of business in the city of Chicago" means that the following locations are all situated within the corporate boundaries of the city of Chicago: the location where notices of hearing or other notices from the

department of consumer services to a licensee may be sent; and the location where a public passenger vehicle licensee maintains its business and financial records relating to the licenses involved.

* * * * *

(v) "Transfer of a license" means the buying, selling or assigning of a license or licenses or the buying, selling and assigning of more 25% of the stock or other interest in a corporation, partnership or other entity which either owns a license or licenses, or through a subsidiary, successor or any other person, owns or controls a license or licenses.

* * * * *

(*w*[v]) "Two-way radio dispatch system" means a method of radio communication by which a dispatcher may communicate with the drivers of all vehicles in the organization. With respect to an unaffiliated licensee, the term "organization" refers to the licensee and all vehicles for which a license is owned or controlled by him; with respect to an affiliation, the term "organization" refers to the affiliation and all its affiliate's vehicles. A two-way radio dispatch system shall *enable* [have the capability of permitting] the dispatcher to communicate with the drivers of all vehicles in the organization simultaneously *and for each driver to communicate with the dispatcher* for the purpose of *both* providing service to customers and [for] driver safety. In the case of an individual licensee who is not a member of an affiliation and who holds no more than one taxicab license *and who certifies that no person other than the licensee, the licensee's spouse or a natural or legally adopted child of the licensee will operate the taxicab throughout the entire license period,* a "two-way radio dispatch system" may consist of any two-way radio communication device which permits direct customer communication with the driver of the vehicle, including a telephonic device.

* * * * *

9-112-060 Specifications.

(a) The commissioner may issue licenses for motor vehicles to operate as public passenger vehicles only according to the following categories:

(1) Vehicles having a capacity for no more than eight passengers, *excluding the driver,* may only be licensed as taxicabs or liveries, except as provided in [section 9-112-010(a)(3)] *paragraph (3) of this subsection (a).*

(2) Vehicles having a capacity for nine or more passengers, *excluding the driver,* may only be licensed as charter/sightseeing vehicles, except as provided in [section 9-112-060(a)(3)] *paragraph (3) of this subsection (a).*

(3) Vehicles of any size licensed by the state of Illinois as medical carriers pursuant to the Illinois Vehicle Code, Illinois Revised Statutes Chapter 95½, Paragraph 8-101 et seq. and Paragraph 13-101-1, et seq. (1985), as amended, may be licensed as medical carriers.

(b) It shall not be a violation of this section for a medical carrier to transport ill, injured, infirm or handicapped persons for a purpose other than that of obtaining medical care or treatment.

(c) No vehicle shall be licensed as a public passenger vehicle unless it has two doors on each side *other than vehicles designated under subsection (d), and* except that any vehicle having seating capacity for more than eight adult passengers shall be so licensed provided it meets applicable Federal Motor Vehicle Safety Standards for vehicles of its size, type and proposed use.

(d) The commissioner may by rule provide that a motor vehicle to be licensed as a taxicab subsequent to January 1, 1998, as the result of the original issuance of a license, the transfer of a license, or the replacement of a previously licensed vehicle, must be a vehicle having a capacity of at least six passengers, excluding the driver, designated by the commissioner by rule; provided that this requirement shall not apply to a licensee who owns or controls fewer than four taxicab licenses; and provided that no more than 25% of the licensed taxicabs owned or controlled by a licensee shall be subject to this requirement. If more than one corporate licensee is controlled by the same person, or where the same person owns 25% or more of the stock in more than one corporate licensee, the total number of taxicab licenses that are so controlled or owned by the person shall be counted together in determining the requirements of this section.

(e) The commissioner may by rule provide that a motor vehicle to be licensed as a taxicab subsequent to January 1, 1998, as the result of the original issuance of a license, the transfer of a license, or the replacement of a previously licensed vehicle, must be a vehicle equipped for wheelchair access pursuant to standards established by the commissioner; unless (i) the licensee owns or controls fewer than fifteen licenses; (ii) or at least 5% or an aggregate number of 30, whichever is less, of the licensee's licensed taxicabs are currently equipped for wheelchair access. If more than one corporate licensee is controlled by the same person, or where the same person owns 25% or more of the stock in more than one corporate licensee, the total number of taxicab licenses that are so controlled or owned by the person shall be counted together in determining the requirements of this section.

* * * * *

9-112-080 Qualifications.

In order to qualify for a public passenger vehicle license, whether upon initial application or upon application for renewal of a license:

(a) an applicant shall be in compliance with the provisions of this chapter; and

(b) 1. with respect to any corporate applicant, the corporation shall be organized or qualified to do business under the laws of Illinois and have its principal place of business in the city of Chicago; or

2. with respect to a partnership applicant, each partner shall meet the qualifications as if he were an individual applicant and the partnership shall leave its principal place of business in the city of Chicago; or

3. with respect to any applicant other than a corporation or partnership, he shall be a citizen or legal resident of the United States residing and domiciled in the city of Chicago, and in addition, if he is a member of an affiliation, the affiliation of which he is a member shall:

A. be a corporation organized or qualified to do business under the laws of Illinois;

B. have its principal place of business in the city of Chicago;

C. have a duly authorized agent registered with the commissioner and comply with this ordinance and all orders, rules and regulations

duly promulgated by the commissioner governing the business of such affiliations; and

D. from and after January 1, 1989, provide a two-way radio dispatch system for his affiliates; and

4. any applicant for issuance or renewal of a taxicab license shall provide a two-way radio dispatch system or avail himself for the radio dispatch system provided by an affiliation for all taxicabs he will operate, if licenses are issued, in accordance with the following schedule:

A. any person licensed for the first time in 1988 or later and any transferee pursuant to other provisions of this chapter shall so equip all vehicles from and after January 1, 1989;

B. any person who holds 100 or more licenses shall so equip at least 50 percent of all his vehicles from and after January 1, 1989 and the remainder as each vehicle is replaced, but in no event later than January 1, 1994;

C. all other licenses shall so equip each vehicle from and after January 1, 1989 as it is replaced, but in no event later than January 1, 1994; or

5. for taxicab licensees, an applicant must successfully complete a mandatory course of study as prescribed in paragraph 6 of this section *and pass an examination as prescribed by the commissioner.* If the applicant is a corporation, an officer of the corporation completing the course *and passing the examination* shall satisfy this requirement. If the applicant is a partnership a partner completing the course *and passing the examination* shall satisfy this requirement. If the license is held by a corporation or a partnership, and the person having completed the course *and passing the examination* required in this section ceases to be an officer or a partner, the licensee shall have 60 days to achieve compliance with this section. Individuals which were licensed prior to the effective date of this ordinance and have continually been licensed shall be deemed to have met the requirements of this section. Corporations or partnerships which were licensed prior to the effective date of this ordinance shall be deemed to have met the requirements of this section as long as an officer or partner of the organization, as of the effective date of this ordinance, remains in such position within the organization licensed. The commissioner may require any license (or an officer or partner of a licensee) to complete this course again *and pass the examination* when such licensee is found to have engaged in conduct

violative of any provision of this chapter or the rules and regulations promulgated thereunder; or

6. The commissioner shall provide or cause to be offered on an ongoing basis a course of study covering the requirements of this chapter 9-112, other relevant portions of the Municipal Code of Chicago, and the rules and regulations promulgated thereunder and such other additional subjects as the commissioner may require for all applicants for a taxicab license. The commissioner may contract with the city colleges or, with the approval of the mayor, with any state-approved vocational or technical school *or not-for-profit organization* to provide the required taxicab licensee course of study. No such course may be offered unless the curriculum for the course has been certified by the commissioner as being in compliance with this chapter. The certification shall be made annually and may be revoked at any time. The commissioner shall approve the tuition to be charged for such course; or

7. Beginning January 1, 1999, any applicant for issuance or renewal of a taxicab license shall submit proof that he is affiliated with an affiliation licensed by the city, except that a licensee who certifies at the time of application that he/she owns or controls no more than one taxicab license and that no person other than the licensee, the licensee's spouse or a natural or legally adopted child of the licensee shall operate the taxicab throughout the entire license period need not be affiliated.

9-112-090 Qualifications -- Criteria For Consideration.

* * * * *

(b) No applicant shall be eligible for a public passenger vehicle license if any Chicago public passenger vehicle license [he] *or any Chicago public chauffeur license the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant,* has held within the previous five years was revoked, or if the applicant, or any officer or director of a corporate applicant *or partner in a partnership applicant,* within the five years immediately preceding the date of his application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony as defined by Article 2 of the Illinois Criminal Code of 1961, *as amended.*

If the commissioner has knowledge that a licensee has been charged with

the commission of a forcible felony, as defined in Article 2 of the Illinois Criminal Code of 1961, *as amended,* arising in connection with the provision of public passenger vehicle services, the commissioner shall suspend the public passenger vehicle license of the licensee until final adjudication is made with respect to such charges.

* * * * *

9-112-105 Safety Features -- Required -- Exceptions.

(a) No license for a taxicab shall be issued or renewed for a license period beginning on or after January 1, 1993 unless the taxicab is equipped with at least one of the following safety features or combination of safety features, all of which shall be in compliance with specifications set forth in regulations promulgated by the commissioner:

(1) A safety shield device capable of completely separating the driver's seat from the rear passenger compartment.

(2) A system enabling the silent activation of distress or trouble lights, plus a permanently installed safe*; provided, that no such system shall be deemed to satisfy this section unless the system was installed in the motor vehicle prior to the effective date of this amendatory ordinance; and provided further that no such system shall be deemed to satisfy this section in any motor vehicle beginning March 1, 2001.*

(3) A system enabling the silent activation of a warning to a dispatcher or the police department either by radio or telephonic communication, plus a permanently installed safe.

(4) Such other system that the commissioner determines by rule provides at least as much protection as the systems described above.

In addition, any motor vehicle to be licensed as a taxicab subsequent to January 1, 1997 *but prior to January 1, 1998,* due to either the original issuance of a license, the transfer of a license, or the replacement of a previously licensed vehicle, must be equipped with a safety shield device as provided in subparagraph (1) above no later than July 1, 1997, or the date of the issuance, transfer or replacement, whichever is later, unless (i) the licensee has fewer that four taxicab licenses or (ii) at least 25% of the licensee's licensed taxicabs are currently equipped with such a safety shield device. *In addition, any motor vehicle to be licensed as a taxicab on or after January 1, 1998, due to either the original issuance of a license,*

the transfer of a license, or the replacement of a previously licensed vehicle, must be equipped with a safety shield device as provided in subparagraph (1). If more than one corporate licensee is controlled by the same person, or where the same person owns 25% or more of the stock in more than one corporate licensee, the total number of taxicab licenses that are so controlled or owned by the person shall be counted together in determining compliance with this section.

The specifications promulgated by the commissioner under this section shall be designed to maximize public chauffeur safety in light of current technology and reasonable economic concerns.

(b) The equipment required by this section shall be maintained in good working order at all times. The license of any licensee who violates this section shall be subject to immediate suspension until the licensee demonstrates compliance with this section.

(c) The requirements of this section do not apply to a licensee who owns or controls no more than one taxicab license and who certifies that no person other than the licensee, the licensee's spouse or natural or legally adopted child of the licensee will operate the taxicab throughout the entire license period. Any licensee who makes such a certification and permits any other person other than those persons specified above to operate the taxicab during the license period shall be subject to a fine not to exceed $500.00 for each offense, plus the revocation of his or her taxicab license.

9-112-110 License Fees.

The annual fee for each public passenger vehicle license of the class herein set forth is as follows:

Charter/sightseeing vehicle	$100.00
Livery vehicle	200.00
Medical carriers	150.00
Taxicab	500.00

The fee shall be paid in advance when the license is issued and shall be applied to the cost of issuing such license, including without being limited

to, the investigations, inspections and supervision necessary therefor, and to the cost of regulating all operations of public passenger vehicles as provided in this chapter.

Nothing in this section shall affect the right of the city to impose or collect a vehicle tax and any occupational tax, as authorized by the laws of the state of Illinois, in addition to the license fee herein provided.

The fees specified in this section shall be in addition to any amounts payable pursuant to the competitive bidding process.

* * * * *

9-112-142 Liability For Actions Of Public Chauffeur.

(a) Any licensee who knowingly and repeatedly permits his or her public passenger vehicle to be operated in violation of this chapter, chapter 9-104, or any rules or regulations promulgated thereunder, shall be subject to a fine, or license suspension, or both, pursuant to rules and regulations promulgated under section 9-112-260.

(b) Licensees have an affirmative duty to respond to requests for service made by the general public and are responsible for the actions of any employee, chauffeur-lessee, affiliation, radio dispatch service of the licensee, in failing to respond to such a request for service.

9-112-145 Lease Rate Regulations.

(a) In addition to the rules and regulations otherwise provided for in this section, the commissioner shall, subject to the limitations provided in this section, establish by rule the maximum rates that a lessor may charge for the rental of a taxicab, including, to the extent permitted by law, rates for goods and services provided by the lessor in connection with such rental. The maximum rates shall be established at an amount determined by the commissioner to: (1) enable the lessor to receive adequate revenues to pay the lessor's reasonable expenses and receive a just and reasonable rate of return on the lessor's investment; and (2) provide for safe and adequate taxicab service within the City by providing lessees with an opportunity to earn a fair and reasonable income. In establishing such rates, the commissioner shall consider: (1) vehicle, equipment and license costs; (2) asset depreciation; (3) the costs of insurance, operation and maintenance, uninsured repairs, wages and salaries, garage storage, taxes, fees, radio

dispatching and administration, as well as all other periodic expenses paid by the lessor; (4) the extent to which the lessor or persons who have invested in the lessor also have investments in other persons or entities who may benefit directly or indirectly from the lease; and (5) such other factors that the commissioner considers appropriate to further the purposes of this chapter.

(b) No lease rate limitations shall be effective until the commissioner has conducted a public hearing on the proposed maximum lease rates. At least seven days before the public hearing, the commissioner shall publish in a newspaper of general circulation within the City a notice of the time, date, place and subject matter of the hearing. At the hearing, all interested persons shall be given a reasonable opportunity to be heard.

(c) The commissioner shall review periodically the maximum lease rates then in effect to ensure that such rates are consistent with the objectives expressed in this section. However, the commissioner may not revise the lease rate limitations in effect under this section more than once within any 12 month period unless the commissioner determines that extraordinary circumstances require the revision for the purposes of this section.

(d) Notwithstanding any lease rate limitation established under this section, including any limitation imposed by subsection (f), the commissioner may, upon petition of an individual lessor, permit the lessor to charge a rate in excess of that otherwise permitted if the lessor demonstrates that the rate limitation prevents the lessor from receiving adequate revenues to pay the lessor's reasonable expenses and receive a just and reasonable rate of return on the lessor's investment.

(e) The commissioner may require all holders of taxicab licenses to provide such financial information as may be reasonably necessary to establish maximum lease rates under this section. Any licensee who fails to provide such information may not file a petition under subsection (d) for permission to impose a higher lease rate, may not become a party to any proceeding under this section, and may not contest in a proceeding under this section or otherwise the rate limitations established under this section. Information that is submitted pursuant to this subsection shall be kept confidential and shall not be disclosed to the public.

(f) Notwithstanding any other provision of this section, no licensee may, within 90 days after the effective date of this section, charge a rate for the lease of a taxicab, including charges for related goods and services, at a rate higher than that which was in effect on December 1, 1993, provided that such licensee may within such period increase the rate by a total amount no greater than 2.8 percent, based on the percentage increase in the United

States Average All Items All Urban Customers Consumer Price Index (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics, for the 12 month period from October, 1992 to October, 1993.

(g) Any licensee who imposes a lease rate or other charge in excess of that which is permitted under this section, or who fails to provide financial information that is required under subsection (e), or who otherwise violates this section shall be subject to a fine of not less than $200.00 and not more than [$500.00] *$750* for each offense, and shall be subject to the suspension or revocation of his or her taxicab license in the manner provided in this chapter and the rules and regulations adopted under this chapter. Each day that a violation continues, and each unlawful lease that is executed, shall constitute a separate and distinct offense. In addition, the commissioner may request the city to bring an action in an appropriate court for injunctive or other equitable relief against violations of this section.

(h) This section shall apply to all leases that are entered into, amended or extended on or after the effective date of this section.

(i) This section shall cease to be in force and effect beginning January 1, [1998] *2001.*

* * * * *

9-112-215 Underserved Areas.

(a) By May 1, 1998, the commissioner shall establish by rule a plan for increasing service in areas of the city that are inadequately served by taxicabs. Prior to that date, the commissioner shall conduct one or more public hearings and shall seek recommendations from all interested persons. The plan may include provisions that certain areas of the city be provided with a certain number of taxicabs on an ongoing basis by an affiliation or affiliations. Any rule providing for a mandatory assignment of taxicabs may provide that such assignments be in a proportionate number to the total membership of each affiliation.

(b) The commissioner shall regularly review the effectiveness of the plan and revise, expand or update it for the purpose of insuring adequate service to all areas of the city.

(c) An affiliation or licensee may be subject to fines and/or suspension or revocation of its license for acts committed by them, their employees,

contractors or agents which result in material non-compliance with the plan promulgated pursuant to this section.

* * * * *

9-112-260 Suspension Of License; *Fines; Equitable Relief.*

If any public passenger vehicle shall become unsafe for operation or if its body or seating facilities shall be so damaged, deteriorated or unclean as to render the vehicle unfit for public use, the license therefor shall be suspended by the commissioner until the vehicle shall be made safe for operation and its body shall be repaired and painted and its seating facilities shall be reconditioned or replaced as directed by the commissioner. In determining whether any public passenger vehicle is unfit for public use, the commissioner shall give consideration to its effect on the health, comfort and convenience of passengers and its public appearance on the streets of the city.

The commissioner may seek suspension of the license of and/or the imposition of a fine not exceeding [$500.00] *$750* upon, *and the commissioner may seek and order of restitution or other equitable relief against,* any licensee who violates any of the provisions of this chapter or any rules or regulations adopted pursuant to this chapter. The commissioner shall promulgate rules and regulations regarding the lengths of suspension and the amounts of fines to be imposed, *and the types of equitable relief to be ordered,* for specific violations. Before any suspension or fine is imposed, *or equitable relief is ordered,* the licensee shall be notified of the specific charges against him and of his right to a hearing. Any person who requests a hearing shall be notified of the time, date and place of the hearing not less than seven days prior to the date of the hearing. The hearing shall be conducted in accordance with 9-104-040 of the code. An order by the commissioner *(issued prior to the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with section 2-14-190(c))* imposing a suspension or a fine may be appealed by the licensee to the mayor's license commission.

Upon suspension of a license and/or imposition of any fine for cause under the provisions of this chapter, the license sticker emblem and metal plate shall be removed by the commissioner from the vehicle and an entry of the suspension and/or fine shall be made on the license card. When a fine is paid and the suspension, if any, is terminated, an entry thereof, shall be made on the license card by the commissioner and a duplicate license sticker shall be furnished by the commissioner and the commissioner shall

reaffix the metal plate, for a fee of $10.00. The commissioner shall notify the department of police of every suspension and termination of suspension.

* * * * *

9-112-320 Livery Vehicles -- License Issuance.

(a) [During the periods specified, the maximum number of livery licenses to be issued, including renewals, shall be: (1) 445 from the effective date of this ordinance through December 31, 1988; (2) 520 from January 1 through December 31, 1989; (3) 595 from January 1 through December 31, 1990; (4) 670 from January 1 through December 31, 1991; and (5) 745 from January 1 through December 31, 1992.] *(Blank)*

(b) [During the periods specified, the maximum number of taxicab licenses to be issued, including renewals, shall be (1) 4,800 from the effective date of this ordinance through December 31, 1988; (2) 4,900 from January 1 through December 31, 1989; (3) 5,000 from January 1, through 31, 1990; (4) 5,100 from January through December 31, 1991; (5) 5,200 from January through December 31, 1992; (6) 5,300 from January through December 31, 1993; (7) 5,400 from January 1 through December 31, 1994; (8) 5,500 from January 1 through December 31, 1995; (9) 5,600 from January through December 31, 1996; and (10) 5,700 from January 1 through December 31, 1997.] *(Blank)*

(c) Except as limited in this section 9-112-320, each person who holds one or more uncancelled, unsurrendered and enrevoked taxicab or livery licenses at the end of any calendar year shall be entitled to renewal of each such license for the seceding year, unless the applicant has ceased to be qualified to obtain a license under this chapter or unless cause exists under this chapter to cancel, revoke or require surrender of a particular license, or particular licenses, held by such person.

(d) [Notwithstanding the provisions of section 9-112-320(c), Yellow Cab Company and Checker Taxi Company, Inc. (the "companies") shall, together or separately and subject to the provisions of section 9-112-320(e), relinquish and not renew, and relinquish irrevocably any claim of a right to renew, 1,300 licenses, as follows:

(1) 400 licenses for and after the year beginning January 1, 1988;

(2) 100 licenses for and after the year beginning January 1, 1989;

(3) 100 licenses for and after the year beginning January 1, 1990;

(4) 100 licenses for and after the year beginning January 1, 1991;

(5) 100 licenses for and after the year beginning January 1, 1992;

(6) 100 licenses for and after the year beginning January 1, 1993;

(7) 100 licenses for and after the year beginning January 1, 1994;

(8) 100 licenses for and after the year beginning January 1, 1995;

(9) 100 licenses for and after the year beginning January 1, 1996;

(10) 100 licenses for and after the year beginning January 1, 1997.

However, the companies together or separately, may choose not to renew licences sooner than provided herein, but they shall not include in the number not renewed pursuant to this agreement any licences ineligible for renewal due to their surrender or revocation pursuant to provisions of this chapter or the rules and regulations promulgated by the commissioner of consumer services for the enforcement of this chapter. Furthermore, the companies together or separately or through their parent, successor or any other person, shall not own in whole or in part, directly or indirectly, or have a security interest in a greater number of licences in the years specified than as here set forth: 3,248 in 1988; 3,148 in 1989; 3,048 in 1990; 2, 948 in 1991; 2,848 in 1992; 2,748 in 1993; 2,648 in 1994; 2,548 in 1995; 2,448 in 1996 and 2,248 in 1997.] *(Blank)*

(e) [Except as provided in subsection 9-112-320(d),] No person shall own in whole or in part, directly or indirectly or have a security interest in more than 25 percent of the authorized livery licenses or more than 25 percent of the authorized taxicab licenses. No person who owns in whole or in part, directly or indirectly, or has a security interest in more than 25 percent of the authorized livery licences or more than 1,000 Chicago taxicab licenses shall be eligible to acquire additional [license] *licenses*, including by transfer pursuant to section 9-112-320(f)[; provided, however, if the companies choose to relinquish licenses sooner than provided in section 9-112-320(d) they or either of them may acquire additional licences pursuant to section 9-112-320(f), but in no event may the number of licences the companies held in any year exceed the number of licenses they may be entitled to renew pursuant to subsection 9-112-320(c) and (d) herein.]

(f) (1) subject to the limitations set forth in subsection (e) and in other

provisions this chapter governing destruction of licences, all licenses issued pursuant to this chapter shall be freely transferable to any person qualified under the provisions of this chapter to be a license holder but before any transfer may become effective, the transferor and the transferee shall apply to the commissioner who shall approve the transfer if he shall determine that the transferee is qualified as a license holder under this chapter. The commissioner shall apply the standards and requirements for determining whether a proposed taxicab or livery license transferee is qualified to obtain a license under this chapter in a manner which is reasonable and consistent with the purpose of making such licences available to all qualified applicants, within the quantity limits and subject to the retention and renewal rights established in this chapter. *No license may be transferred if revocation proceedings with respect to the license have been filed with the mayor's license commission, and if the proceedings are pending at the time the transfer is attempted.* [for the purposes of this subsection, the word "transfer" shall include buying, selling and assigning a license or licences.] Any such attempt to transfer a license that does not comply with this section shall result in the automatic expiration of the license as of the date of the attempted transfer. The nonrefundable fee for any transfer of license shall be [$250.00] payable by the transferee at the time of application[; provided, however, this fee shall not apply to the transfer of any license which results from a corporate merger or reorganization within related companies or their parent]. *The amount of the fee shall be determined as follows: (ii) if the transfer occurs less than one year after the transferor had acquired the license: 25% of the purchase price or 25% of the average market value, whichever is higher; (ii) if the transfer occurs one year or more but less than two years after the transferor had acquired the license: 10% of the purchase price or 10% of the average market value, whichever is higher; (iii) if the transfer occurs two or more years after the transferor had acquired the license: 5% of the purchase price or 5% of the average market value, whichever is higher. The average market value shall be an amount determined by the commissioner to be the approximate average purchase price for licenses in arm's length transactions in the previous calendar year.*

(2) Pledging or otherwise encumbering a license shall be permitted; provided, that the licensee shall notify the commissioner in advance and in writing of any such encumbrance and provide the commissioner with such information with respect to the person to whom the license is to be pledged as the commissioner may reasonably require to assure that the provisions of this chapter are being complied with. Any foreclosure upon a pledged or encumbered license shall constitute a transfer subject to the provisions of section 9-112-320(f)(1).

(3) In the event of a licensee's death, the authority to operate granted under the license shall cease, except that the executor or administrator of the estate

of any deceased licensee, upon application to and approval by the commissioner, may continue to exercise the privileges of the deceased licensee, including the limited privilege of transfer granted in this chapter, until the expiration of the license but no longer than six months after the licensee's death.

(g) No person shall be qualified for a livery vehicle license and a taxicab license at the same time; nor shall any coachman become affiliated or identified with any cabman or with an affiliation of any cabmen.

* * * * *

9-112-380 Number Of Available Licenses -- Distribution.

(a) After the effective date of this ordinance and subject to the conditions set forth in this section, all qualified applicants for taxicab licenses or for livery licenses shall be entitled to obtain such licenses, unless the number of available licenses is less than the number of qualified applicants for such licences. *In each of the following calender years, the following specified number of taxicab licenses, plus any other available taxicab licenses, shall be distributed pursuant to open and competitive bidding procedures established under subsection (c): 150 in 1998; 150 in 1999; and 200 in 2000. Also in each of the following calender years, the following specified numbers of additional taxicab licenses shall be made available for distribution by random selection process under subsection(b)(2): 125 in 1998; 125 in 1999; and 150 in 2000. In addition, in each of the following calendar years, the following specified number of additional taxicab licenses shall be awarded to economically disadvantaged public chauffeurs under subsection (b)(3): 25 in 1998; 25 in 1999; and 50 in 2000. Prior to January 1, 2001, no taxicab licenses other than those authorized by this subsection (a) or renewed in accordance with section 112-320(c) may be issued.*

As used in this section, the term "available licenses" means all licenses which may be issued under the quantity limits established [in section 9-112-320(a) or (b)] *under this subsection (a), including any licenses that are available for reissuance because they have been canceled, revoked, surrendered or not renewed,* but not including licenses which are retained or renewed in accordance with section 9-112-320(c). [If the number of available licenses is less than the number of qualified applicants for such licenses, all available licenses shall be awarded by means of a modified random selection process by the commissioner from among the qualified applicants for each type of license pursuant to the provisions of section 9-112-380(b)(2).] For all distributions *under subsection(b)(2),* the commissioner shall establish rules governing the selection process including provisions for an application period of at least 30 days whenever licenses become available for distribution and

public notice of such application period and of the number of licenses to be issued. [The phrase "modified random selection process" as used in this section 9-112-380 means a selection process weighted in accordance with the preferences set forth in subsection (b)(2) but otherwise random.]

(b) (1) The commissioner shall apply the standards and requirements for determining whether a taxicab or livery license applicant is qualified to obtain a license under this chapter in a manner which is reasonable and consistent with the purpose of making taxicab and livery licenses available to as many qualified applicants as practicable, within the quantity limits and subject to the retention and renewal rights established in this chapter.

(2) When the commissioner distributes *the specified number of available taxicab* licenses *to be distributed in each of the calendar years 1998, 1999 and 2000* in accordance with the [modified] random selection process, [he] *the commissioner* shall accord all timely applicants equal weight. [in the selection group for which they qualify. The licenses shall be distributed as follows:

A. Fifty percent of] The licenses available for distribution *under this subsection (b)(2)* shall be randomly distributed to qualified applicants *consisting* [in the first selection group. The first selection group shall consist] only of those applicants who, as of the date the application is made, *have never had a public chauffeur license revoked, and who* own or control no livery or taxicab licenses and, as of the date the application was made: (i) have held a city of Chicago public chauffeur license for at least [10] *18* of the previous [15] *20* years; or (ii) [hold] *have held* a city of Chicago public chauffeur license *for at least 10 of the previous 20 years* and are veterans of the United States Armed Forces, and were separated from military service other than by dishonorable discharge. *For the purposes of this section, "own or control" means that the applicant, the applicant's spouse, or the natural or adopted child of the applicant is either a taxicab or livery licensee, or that the applicant, the applicant's spouse, and the natural or adopted child, individually or together, own at least 25% of the stock of a corporation issued a taxicab or livery license or own at least 25% of the interest in a partnership issued a taxicab or livery license or if the applicant, the applicant's spouse, or the natural or adopted child have a security interest in a taxicab or livery license or own at least 25% interest in a corporation or partnership having a security interest in a taxicab or livery license.* [If the number of licenses allocated for distribution under this paragraph A exceeds the number of qualified applicants in the first selection group, the excess licenses shall be distributed with the other licenses distributed pursuant to paragraph B.

B. After the distribution for the first selection group is made, all remaining licenses available for distribution shall be randomly distributed to qualified applicants in the second selection group. The second selection group shall

consist only of (i) those applicants who qualified for the first selection group but did not receive a license pursuant to the selection made pursuant to paragraph A; and (ii) applicants who, as of the date the application was made, own or control no livery or taxicab license and have held a city of Chicago public chauffeur license for at least five of the previous seven years.

C. If any licenses remain undistributed after distributions to the first and second selection groups have been made, the remaining licenses shall be distributed randomly to qualified applicants in the third selection group. The third selection group shall consist only of those applicants who, as of the date the application was made, own or control no livery or taxicab license and have held a city of Chicago public chauffeur license for at least one year.

D. If any licenses remain undistributed after distributions to the first, second and third selection groups have been made, the remaining licenses shall be distributed randomly to all other qualified applicants.]

In any such [modified] random selection process, no applicant may be awarded more than one license. Only natural persons may qualify [for the first, second or third selection group]. Any person who has obtained a license pursuant to a [modified] random selection process conducted under this subsection (b)(2) *or pursuant to subsection (b)(3), or pursuant to any other selection process previously in effect* shall not qualify for *a license distributed under this subsection (b)(2).* [the first, second or third selection group in a subsequent distribution of licenses. If there is an odd number of licenses available for distribution under this subsection (b)(2), the additional license shall be distributed to applicants in the first selection group under paragraph A.]

Each applicant who is selected in the [modified] random selection process must have his *or her* vehicle licensed and in operation in the city of Chicago no later than 60 days after the date he *or she* is selected. Any selected applicant whose vehicle is not licensed and in operation within such time shall forfeit his right to the license, and that license shall be distributed by the commissioner pursuant to the [selection process provided for in this section] *competitive bidding procedures provided for in subsection (c).* However, the commissioner may waive the forfeiture provisions of this paragraph if he determines that the failure to comply with this paragraph was caused by circumstances beyond the reasonable control of the applicant. *Notwithstanding any other provision of this section, no license shall be issued pursuant to this section at any time to any public chauffeur while his public chauffeur license is subject to pending revocation proceedings in the mayor's license commission.* Any applicant whose public chauffeur license is revoked prior to receiving a taxicab or livery license under this section shall forfeit his right to the taxicab or livery license.

Any licenses not distributed under this [section] *subsection (b)(2)* because of the forfeiture or an inability of a selected applicant to qualify, *or because there is an insufficient number of qualified applicants in any calendar year,* shall be distributed pursuant to the [next modified random selection process conducted by the commissioner] *competitive bidding procedures provided for in subsection (c).*

(3) In each of the calendar years 1998, 1999 and 2000, the commissioner shall award all taxicab licenses available for distribution under this subsection (b)(3) to qualified economically disadvantaged public chauffeurs who respond to requests for qualifications issued by the commissioner. The commissioner shall issue and publish one or more requests for qualifications of public chauffeurs to improve service in areas of the city in which taxicab service is inadequate. No person may respond to a request for qualifications made under this subsection unless the person: (i) is a licensed public chauffeur who has never owned or controlled a taxicab license; and (ii) is economically disadvantaged as defined by income standards promulgated by the commissioner by rule. The commissioner shall award the licenses available for distribution under this subsection (b)(3) to those persons the commissioner determines, based upon their response to the request for qualifications, will best improve the quality of taxicab service in areas of the city that are inadequately served by taxicabs. In making the determination, the commissioner shall consider any plan that is submitted by the public chauffeur in the response to the request for qualifications, and shall consider the public chauffeur's experience in providing transportation services in city neighborhoods. No person may be awarded more than one license under this subsection (b)(3). Notwithstanding any other provision of this chapter, no license awarded pursuant to this subsection (b)(3) may be transferred within five years after the initial issuance of the license. As a condition of the award of a license under this subsection (b)(3), the commissioner my require the licensee to enter into a binding agreement based upon the plan that was submitted in response to the request for qualifications. The agreement may contain provisions restricting the persons who may operate the taxicab; penalties for violations of the agreement, including fines or license suspension or revocation; and such other provisions as the commissioner deems necessary and appropriate to further the purpose of the plan.

(c) In each of the calendar years 1998, 1999 and 2000, all available taxicab licenses, other than those awarded pursuant to subsection (b)(2) or (b)(3), shall be distributed pursuant to open and competitive bidding procedures established by the commissioner by regulation. The procedures shall be designed to produce the maximum amount of revenues to the city and to ensure that only applicants that are qualified under this chapter are awarded licenses.

(d) Notwithstanding any provision to the contrary, if the provisions of subsection (a) of this section added by this amendatory ordinance are held to be

invalid and unenforceable for any reason, the provisions of subsections (b) and (c) of this section shall not apply during the time that the provisions of subsection (a) are not enforced, and no restrictions on the number of public passenger vehicle licenses available for issuance shall apply, provided that no person who owns in whole or in part, directly or indirectly, or has a security interest in more than 25% of the number of authorized taxicab licenses immediately preceding the effective date of this amendatory ordinance, shall be eligible to acquire additional licenses, including by transfer pursuant to section 9-112-320(f).

* * * * *

9-112-550 Violation -- Penalty.

Any person found guilty of violating any provision of this chapter for which a penalty is not otherwise provided upon conviction thereof shall be fined not less than $100.00 nor more than $200.00 and/or be incarcerated in a penal institution for a term of up to seven days for the first offense, not less then $200.00 nor more than $300.00 and/or be incarcerated in a penal institution for a term of up to 14 days for the second offense, and not less than $300.00 nor more than [$500.00] *$750* and/or be incarcerated in a penal institution for a term of up to 21 days for the third and succeeding offenses during the same calendar year, under the procedure set forth in section 1-2-1.1 of the Illinois Municipal Code, as amended. Each day that such violation shall continue shall be deemed a separate and distinct offense. In addition, when any one vehicle is involved in more than five violations of this chapter or the rules and regulations relating thereto within a 12-month period, the license for that vehicle shall be revoked.

9-112-555 Impoundment Of Vehicle -- Notification Of Owner -- Penalty.

(a) The owner of record of any motor vehicle that is used for the transportation or the solicitation for the transportation of passengers for hire in violation of section 9-112-030 shall be liable to the city for an administrative penalty of [$500.00] *$750* plus any towing and storage fees applicable under section 9-92-080. Any such vehicle shall be subject to seizure and impoundment pursuant to this section. This subsection shall not apply if the vehicle used in the violation was stolen at that time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered or reasonably should have been discovered. Notwithstanding any other provision of this section, no vehicle shall be subject to towing and impoundment under this section prior to 60 days after the effective date of this amendment; provided that this amendment shall not affect the towing and

impoundment of any vehicle that is towed prior to the effective date of this amendment.

(b) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the city or its agents. Before or at the time the vehicle is towed, the police officer shall notify any person identifying himself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, of the fact of the seizure and of the vehicle owner's right to request a vehicle impoundment hearing to be conducted under this section.

(c) Whenever the owner of record of a vehicle seized pursuant to this section makes a request in person and in writing for a vehicle impoundment hearing within 18 hours after the seizure exclusive of Saturdays, Sundays and legal holidays, a hearing officer of the city shall conduct the hearing within 24 hours after the seizure, excluding Saturdays, Sundays and legal holidays. All interested persons shall be given a reasonable opportunity to be heard at the vehicle impoundment hearing. The formal and technical rules of evidence shall not apply in the conduct of the hearing. Evidence, including hearsay, may be admitted only if it is a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. If, after the hearing, the hearing officer determines that there is probable cause to believe that the vehicle is subject to seizure and impoundment under subsection (a), the hearing officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle posts with the city a cash bond in the amount of [$500.00] *$750* plus any applicable towing and storage fees.

(d) Within 10 days after a vehicle is seized and impounded pursuant to this section, the city shall notify by certified mail, return receipt requested, the owner of record of the date, time and location of a hearing that will be conducted pursuant to this section. The hearing shall be conducted no later than 30 days after the vehicle was seized. The hearing shall be conducted by a hearing officer of the city. All interested persons shall be given a reasonable opportunity to be heard at the hearing. If, after the hearing, the hearing officer determines by a preponderance of evidence that a violation for which a penalty is applicable under this section has occurred, the hearing officer shall enter an order finding the owner of record of the vehicle civilly liable to the city for an administrative penalty in the amount of [$500.00] *$750.* If the owner of record fails to appear at the hearing, the hearing officer shall enter a default order in favor of the city requiring the payment to the city of an administrative penalty in the amount of [$500.00] *$750.* If the hearing officer finds that no such violation occurred, the hearing officer shall order the immediate return of the owner's vehicle or cash bond.

(e) An administrative penalty imposed pursuant to this section shall constitute a debt due and owing to the city. Any cash bond posted pursuant to this section shall be applied to the penalty. If a vehicle has been impounded when such a penalty is imposed, the city may seek to obtain a judgment on the debt and enforce such judgment against the vehicle and its owner as provided by law. Except as provided otherwise in this section, a vehicle shall continue to be impounded until (1) the penalty, plus any applicable towing and storage fees, is paid to the city, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle; or (2) the vehicle is sold or otherwise disposed of to satisfy a judgment or enforce a lien as provided by law. If the administrative penalty and applicable fees are not paid within 30 days after an administrative penalty is imposed under subsection (d) against an owner of record who defaults by failing to appear at the hearing, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles. In all cases, if the administrative penalty and applicable fees are not paid within 30 days after the expiration of time at which administrative review of the hearing officer's determination may be sought, or within 30 days after an action seeking administrative review has been resolved in favor of the city, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles.

Except as otherwise specifically provided by law, no owner, lienholder or other person shall be legally entitled to take possession of a vehicle impounded under this section until the civil penalty and fees applicable under this section have been paid. However, whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the city the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lienholders of record, up to [$500.00] *$750* plus the applicable fee.

(f) For purposes of this section, the "owner of record" of the vehicle is the record title holder.

SECTION 2. Section 9-112-230 of the Municipal Code of Chicago is repealed and a new Section 9-112-230 is added as follows:

Section 9-112-230 Affiliations.

(a) No organization may operate as an affiliation of city of Chicago public passenger vehicle license holders without first being licensed by the commissioner. Application for an affiliation license shall be made on such forms

and accompanied by such documents as the commissioner may require and shall include, but not be limited to, proof that the affiliation has its principal place of business in Chicago and the name, Chicago business address and telephone number, residence address and license numbers of each licensee so affiliated. Subsequent to licensing, if there are changes in any material information contained in the submitted license application, such changes must be reported in writing to the commissioner within 48 hours. All of affiliation licenses expire on December 1. Renewal of affiliation licensing must be made during the month preceding expiration of the licensing.

(b) No affiliation may have as affiliates both taxicab and livery license holders. No taxicab affiliation may have more than 25% of the total number of city licensed taxicabs as affiliates. Affiliations properly registered with the department of consumer services before the effective date of this ordinance with a number of affiliated taxicabs greater than 25% of the total number of city licensed taxicabs may retain any affiliated taxicabs as members provided that the license of the affiliated taxicab is not transferred, and further provided that the affiliation not accept any additional licensed taxicabs as new affiliates until such time as the total number of affiliated vehicles in the affiliation is less than 25% of the total number of city licensed taxicabs.

(c) No affiliation licensed under this chapter may dispatch a taxicab or livery for the purpose of providing transportation to a customer unless the vehicle is properly licensed to provide the transportation requested. The commissioner will notify an affiliation in the event of the suspension or revocation of any of its affiliate's licenses.

(d) Whenever notice is required to be served by the commissioner on any licensee, service by certified mail upon the registered address of an affiliation shall be deemed to have been made upon the affiliate to which the service applies within three business days after the affiliation is served.

(e) (1) All affiliate taxicabs and liveries licensed by the city of Chicago, when in service and for hire, must be equipped at all times to allow for the dispatch of the vehicle to a member of the general public requesting transportation.

(2) In the event that an affiliation contracts with a radio dispatch service to provide a two-way radio dispatch system to its affiliates, the affiliation shall be liable for any acts or omissions of the radio dispatch service which may violate any of this ordinance or the rules and regulations promulgated thereunder.

(3) All radio dispatch systems used by affiliations shall be subject to the approval of the commissioner.

(4) No affiliation shall discriminate in the dispatch of service against any member of the general public requesting transportation on the basis of age, sex, race, religion, sexual orientation, disability or national origin.

(5) No affiliation shall refuse service to any person or location within the corporate limits of the city of Chicago.

(f) Each affiliation must have on file with the commissioner a written agreement between its affiliates and the affiliation detailing the responsibilities of each towards the other.

(g) Each taxicab affiliation shall file with the commissioner a plan detailing the off-street parking of its affiliated taxicabs when such vehicles are not in use. Beginning September 1, 1998, the commissioner may provide by rule that each taxicab affiliation have available legal off-street parking for its affiliated vehicles when the vehicles are not in use.

(h) An affiliate may not have its membership in an affiliation terminated by the affiliation, except on 30 days prior written notice to the affiliate and the commissioner.

(i) If following notice to the last registered address of an affiliation and a hearing held by the department of administrative hearings, an affiliation is found to have violated any of the provisions of this ordinance and the rules and regulations promulgated thereunder, the affiliation may be subject to a fine not exceeding $750 for each offense, or may be subject to an order of restitution or other appropriate equitable relief. If an affiliation is found to have abandoned its principal place of business in the city or if official notice or legal process cannot be served upon it at the affiliation's last Chicago address filed with the commissioner, its license shall be revoked and the public passenger vehicles of all its affiliates shall be suspended until their affiliation is severed by removal of all equipment and the indicia of affiliation and cancellation of agreements with the affiliation and the licensees can demonstrate compliance with the insurance and two-way radio dispatch system requirements of this chapter.

(j) The annual fee for each affiliation license is $100 plus $5 for each public passenger vehicle license affiliated with the affiliation at the time of licensing. The affiliation shall be assessed a fee of $25 for each public passenger vehicle license which becomes affiliated with the affiliation during the licensing year.

SECTION 3. Chapter 9-104 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

9-104-030 Application -- Qualifications.

(1) Applications for public chauffeur licenses shall be made in writing to the commissioner of consumer services upon forms provided therefor by the commissioner. Applications shall state the full name and residential address of the applicant and such other information as may be required by the commissioner to properly identify the applicant and to disclose any relevant information as to the applicant's qualifications, age, physical condition and criminal record.

(2) A person is qualified to receive a public chauffeur license:

(a) who possesses a valid Illinois State driver's license which has not, at any time within the five years prior to application for the issuance or renewal of a public chauffeur license, been suspended or revoked pursuant to sections 6-205, 11-501 or 11-501.1 of the Illinois Vehicle Code, as amended; and

(a-1) who has possessed a valid Illinois State driver's license, or a valid driver's license of another state, district or territory of the United States, for at least three years prior to application for the issuance or renewal of a public chauffeur license, or who has completed a driving course approved by the Illinois Secretary of State; provided that this paragraph (a-1) shall not apply to an application for the renewal of a license properly issued prior to January 1, 1998; and

(b) who is at least 21 years of age; and

(c) who is able to speak, read and write the English language; and

(d) who is not subject to epilepsy, vertigo, heart disease, defective vision or other infirmity of body or mind which may substantially impair the ability to operate a public vehicle, and is not addicted to the use of drugs or intoxicating liquors. When investigation reveals that such impairment may exist, the commissioner may nevertheless find that an applicant is qualified if the applicant submits a certificate by an Illinois-licensed physician or optometrist stating that the applicant has the capability to operate a public vehicle *safely. Beginning June 30, 1998, every application for a new or renewed license shall contain a certificate by an Illinois-licensed physician that the applicant has the capability to operated a public vehicle safely, and shall contain proof that the applicant has taken and passed a test, conducted by authorities approved by the commissioner, for the presence of illegal drugs in the body;* and

(e) who shall successfully complete mandatory course of study as

commissioner demonstrating a knowledge of the geography of the city, the laws, ordinances and regulations governing motor vehicle operation in the city, the ordinances regulating the operation of public passenger vehicles within the city and demonstrating the ability and skill to properly operate a public passenger vehicle within the city; and

(f) who has not, within the five years immediately preceding his application been either found guilty by a court of any jurisdiction, in custody under paroled or under any other noncustodial supervision resulting from a finding or determination of guilt by a court of any jurisdiction for the commission of any forcible felony as defined by Article 2 of the Illinois/Criminal Code of 1961, as now or hereafter amended, any crime involving moral turpitude, or for the illegal sale or possession of any controlled substance, indecent solicitation of a child, criminal sexual abuse or operating a motor vehicle while under the influence of alcohol or narcotic drugs; and

(g) who has not, within the 18 months prior to filing the application, had a public chauffeur's license issued under this chapter revoked for any reason; and

(h) who has not been convicted of or placed on supervision for [three] *two* or more offenses involving traffic regulations governing the movement of vehicles, or whose Illinois driver's license has not been suspended or revoked pursuant to section 6-206 of the Illinois Vehicle code, as amended, within the past [18] *12* months prior to application for the issuance or renewal of a license. However, a person who would otherwise be disqualified for a public chauffeur license under this paragraph (h) may remove the disqualification by successfully completing a driver training course determined by the commissioner to provide adequate remedial training of the licensee. The license of any public chauffeur whose disqualification is removed under this paragraph (h) shall be subject to a 30 day suspension if the licensee subsequently is convicted of or placed on supervision for a traffic related offense, and shall be subject to revocation for a second or subsequent such conviction or order of supervision.

(3) The qualification of each applicant as specified in paragraph (2) of this section shall be investigated by the department of police of the city of Chicago and a report of such investigation containing any facts relevant to the applicant's qualifications shall be forwarded by the superintendent of police to the commissioner.

(4) Pending the investigation provided in paragraph (3) of this section, the commissioner may issue a temporary permit authorizing an applicant to operate a public passenger vehicle for the period of time specified in the temporary permit. If the investigation is not completed at the expiration of the

period specified in the temporary permit the commissioner may, in his discretion, extend the period of temporary authorization until such time as in the opinion of the commissioner the examination can be completed. The commissioner may rescind a temporary permit and deny the application for a public chauffeur license of any applicant who, while operating a public passenger vehicle pursuant to a temporary permit, is found to have engaged in conduct that, by ordinance or rule, would be grounds for revocation of the public chauffeur license.

(5) If upon examination of the applicant's application and the investigation specified in paragraph (3) of this section the commissioner finds that the application includes no material omission or misstatement of facts requested by the application form and that the applicant possesses the qualification specified in paragraph (2) of this section the commissioner shall issue the license. If upon such examination of the applicant's application and the investigation specified in paragraph (3) of this section the commissioner finds that the application includes any material omission or misstatement of fact or that the applicant lacks any of the qualifications specified in paragraph (2) of this section the commissioner shall deny the license and shall inform the applicant of the denial and the reason or reasons therefor by registered mail, return receipt requested.

(6) If an application is denied the applicant may within 10 days of the mailing of notice of the denial, make written demand upon the commissioner for a hearing. Upon receipt of a timely written demand for a hearing the commission shall within 30 days conduct a hearing. If upon such a hearing the applicant establishes through competent evidence that the denial was based upon incorrect findings the commissioner shall issue the license. If upon such a hearing the denial is found to have been based upon correct findings the denial shall become final. After entry of a final denial the applicant shall be ineligible to make a new application for a period of 18 months.

(7) The commissioner shall provide or cause to be offered on an ongoing basis a course or courses of study covering the subjects required in section 9-104-030(2)(e) and such additional subjects as the commissioner may prescribe for all applicants for public chauffeur licenses, including applicants for renewal of public chauffeur licenses. The commissioner may contract with the city colleges or, with the approval of the mayor, with any state-approved vocational or technical school *or any not-for-profit organization* to provide the required chauffeur training course of study. No such course may be offered unless the curriculum for the course has been certified by the commissioner as being in compliance with this chapter. The certification shall be made annually and may be revoked at any time. The commissioner shall approve the tuition to be charged for such course.

9-104-040 License -- Suspension And Revocation.

(a) If any licensee violates any traffic law or any of the provisions of this chapter or chapter 9-112 or rules or regulations adopted pursuant to this chapter or chapter 9-112, the commissioner may seek revocation or suspension of the licensee's license and/or the imposition of a fine up to [500.00] *$750.00 and/or the issuance of an order of restitution or other appropriate equitable relief.* The commissioner also may order any licensee again to successfully complete the course of study or examination, or both, as provided for in subsection 9-104-030(2)(e) prior to the reinstatement of the license. The commissioner shall promulgate rules and regulations regarding the lengths of suspension and the amounts of fines to be imposed, *and the types of equitable relief to be ordered,* for specific violations.

(b) Notwithstanding any other provision of this chapter, whenever the Illinois driver's license of a licensee has been revoked or suspended by the Secretary of State, the licensee's public chauffeur license shall be subject to automatic suspension for the period that the driver's license is suspended or revoked. The suspension shall not be subject to any of the procedures described in this section. A suspension under this subsection (b) shall be in addition to and shall not effect any disqualification, suspension, revocation, fine or other penalty or sanction that otherwise may be applicable.

(c) Before any suspension or fine is imposed, *or equitable relief is ordered,* the licensee shall be notified by: (1) first class or express mail, or overnight carrier; or (2) personal service, of the specific charges against him and of his right to a hearing. The licensee may request such a hearing by making a written demand for the hearing not more than 10 days after receiving notification of charges. Any person who makes a timely request for a hearing shall be notified of the time, date and place of the hearing not less than seven days prior to the date of the hearing.

(i) Prior to the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with section 2-14-190 (c) of this code, the hearing shall be conducted by the commissioner. If, after the hearing, the commissioner determines that a violation has occurred, the commissioner shall enter an order suspending the license and/or imposing a fine pursuant to the rules and regulations promulgated by the commissioner. An order by the commissioner imposing a suspension and/or fine may be appealed by the licensee to the mayor's license commission. Any person appealing an order imposing a suspension and/or fine shall submit a $50.00 filing fee at the time an appeal is filed.

(ii) After the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with section 2-14-190(c) of this code,

upon receipt of a request for a hearing, the commissioner shall institute an action with the department of administrative hearings which shall appoint a hearing officer who shall conduct the hearing. If, after the hearing, the hearing officer determines that a violation has occurred, the hearing officer shall enter an order suspending the license and/or imposing a fine.

(iii) Notwithstanding the exercise of exclusive jurisdiction by the department of administrative hearings, if no timely request is made for a hearing and the commissioner determines that a violation has occurred, the commissioner shall enter an order suspending the license and/or imposing a fine.

(d) The commissioner may file a petition with the mayor's license commission to seek revocation of a license. Following a hearing conducted in accordance with its rules, the commission shall determine whether revocation is warranted or a [less] *lesser* penalty, if any, shall be imposed.

* * * * *

9-104-140 Violation -- Penalty.

If any chauffeur violates any provision of chapter 9-112 of this code or of this chapter for which a penalty is not otherwise provided, he shall be fined not less than [$5.00] *$25* nor more than [$100.00] *$750* for each offense.

SECTION 4. Section 9-64-170 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics as follows:

9-64-170 Large Vehicles -- Parking Restricted.

(a) It shall be unlawful to park any truck, tractor, semitrailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle . . . .

(b) It shall be unlawful to park any truck, tractor, semitrailer, trailer or self-contained motor home, or bus on any business street in the city for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code. *It shall be unlawful to park any taxicab on any business street in the city for a period longer than two hours between the hours of 2:00 a.m. and 7:00 a.m.*

(c) It shall be unlawful to stand or park any vehicle six feet or greater in height within 20 feet of a crosswalk.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage, except that Sections 1, 3 and 4 of this ordinance shall be in full force and effect on and after January 1, 1998.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 2, November 12 and November 19, 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.

Respectively submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

American National Bank & Trust Company Of Chicago, As Trustee, Under Trust Number 50472.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank & Trust Company of Chicago, as Trustee, under Trust Number 50472, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel under South Cornell Avenue, sixty-one (61) feet, six (6) inches north of the north line of East 56th Street. Said tunnel shall not exceed twenty (20) feet in width, sixty-six (66) feet in length, nor twelve (12) feet in depth and shall be used as a passageway. Authority herein granted shall be for a period of five (5) years from and after November 14, 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

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 the 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.

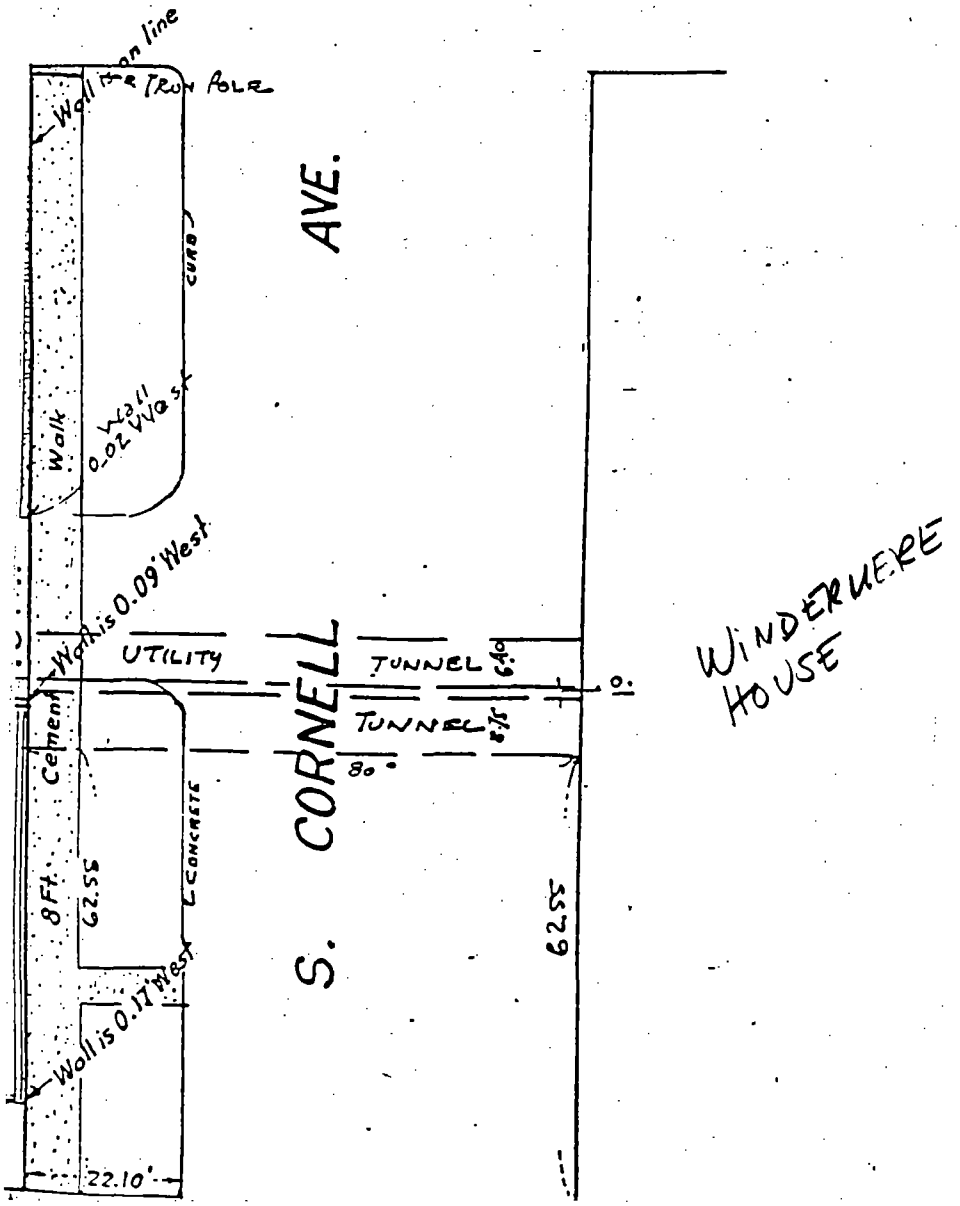
SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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 59088 of this Journal.]

Ordinance associated with this drawing printed on pages 59085 through 59087 of this Journal.

WINDERMERE HOUSE
1642 E. 56th Street
CHICAGO, ILLINOIS 60637



Mr. William E. Bascom.

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

SECTION 1. Permission and authority are hereby given and granted to William E. Bascom, upon the terms and subject to the conditions of this ordinance, to maintain and use a lint catch basin in and under the public way adjacent to its premises located at 1101 West Berwyn Avenue and described as follows: said catch basin shall be four (4) feet in diameter and ten (10) feet in depth. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago 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 Insured 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 the 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.

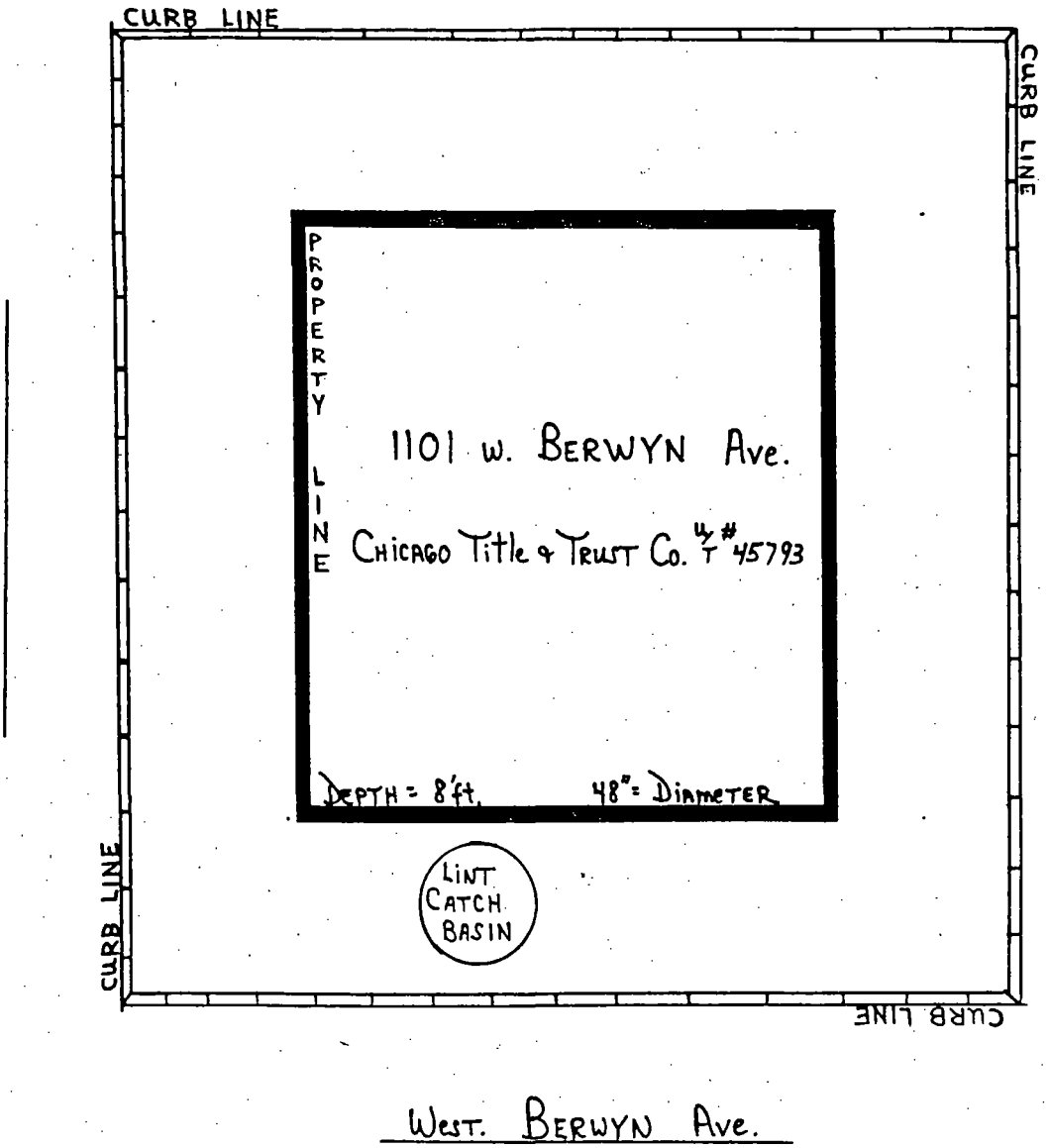
[Drawing referred to in this ordinance printed on page 59092 of this Journal.]

Chicago Urban Properties/Mr. Steve Lipe.

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

(Continued on page 59093)

Ordinance associated with this drawing printed on pages 59089 through 59091 of this Journal.



West. Berwyn Ave.

(Continued from page 59091)

SECTION 1. Permission and authority are hereby given and granted to Chicago Urban Properties/Steve Lipe, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use thirty-two (32) balconies adjacent to the premises known as 425 West Erie Street. Said balconies will overhang over the public way along West Erie Street. Each balcony will measure eleven (11) feet, four (4) inches in length and three (3) feet, ten (10) inches 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 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 the 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 59096 of this Journal.]

Cole Taylor Bank, Trust Number 38310.

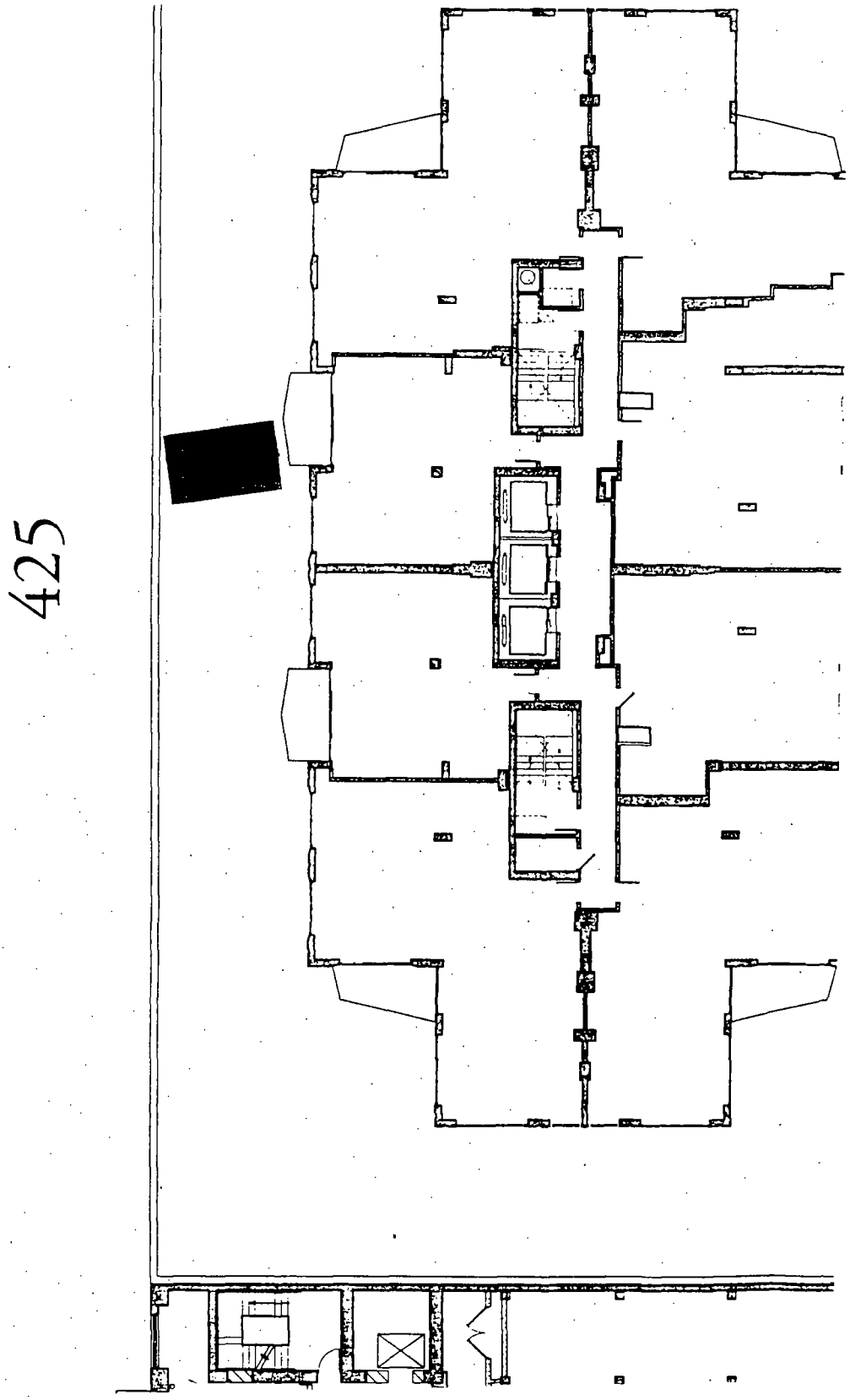
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Cole Taylor Bank, Trust Number 38310, upon the terms and subject to the conditions of this ordinance to maintain and use vaulted areas under the public way adjacent to the premises known as 151 North State Street and described as follows:

Under Public Alley -- under the twenty-two and eight-tenths (22.8) foot north/south public alley east of North State Street, between East Randolph Street and East Benton Place, said vaulted area shall run for a length of one hundred seventy (170) feet, a width of twenty-three (23) feet and at a depth of fifteen (15) feet.

(Continued on page 59097)

Ordinance associated with this drawing printed on pages 59091 through 59095 of this Journal.



(Continued from page 59095)

Under East Benton Place -- between North State Street and the above described public alley, a two (2) level vault shall run described as follows: the first (1st) level shall run for a length of one hundred fifty-three and seven tenths (153.7) feet, a width of thirty-six and six one-hundredths (36.06) feet and at a depth of eleven (11) feet. Second (2nd) level shall run for a length of one hundred thirteen (113) feet, a width of thirty-two (32) feet and a depth of not more than twenty-two (22) feet.

Under North State Street -- between East Randolph Street and East Benton Place, said vaulted area shall run at first (1st) basement depth for a length of one hundred seventy (170) feet and a width of twenty-three (23) feet.

Under East Randolph Street -- between North State Street and the public alley described above, said vaulted area shall run at first (1st) basement depth for a length of one hundred sixty (160) feet and a width of fifteen (15) feet.

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 Twenty-seven Thousand Five Hundred Twelve and no/100 Dollars ($27,512.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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 the public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

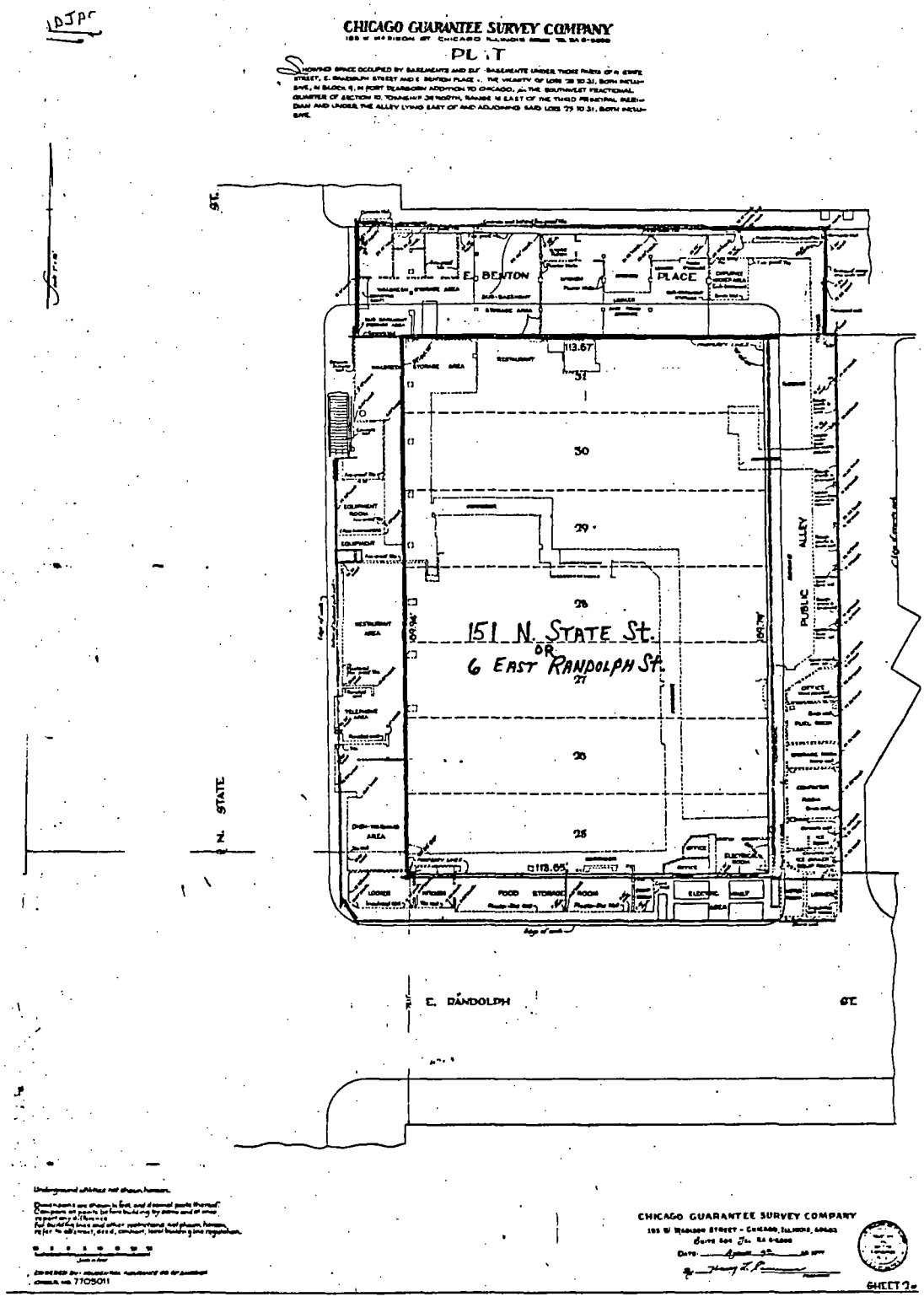
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 59100 of this Journal.]

Ordinance associated with this drawing printed on pages 59095 through 59099 of this Journal.



Edgewater Operating Company (Doing Business As Edgewater Medical Center).

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

SECTION 1. Permission and authority are hereby given and granted to Edgewater Operating Company, doing business as Edgewater Medical Center, upon the terms and subject to the conditions of this ordinance to:

1. Maintain and use as now constructed a vault sixty-six (66) feet in length, eight (8) feet in width and twelve (12) feet in depth under the east/west sixteen (16) foot public alley south of West Edgewater Avenue in the rear of the premises known as 1619 -- 1623 West Edgewater Avenue.

2. Maintain and use as now constructed a vault under the sidewalk in front of the premises known as 1600 West Edgewater Avenue. Said vaulted area will be approximately one thousand two hundred fifty (1,250) square feet with the following dimensions: seventy-three (73) feet, five (5) inches in length and seventeen (17) feet, eleven and three-eighths (11⅜) inches in width. All of the area herein mentioned will be used for purposes of storage and to contain miscellaneous pumps and mechanical equipment except for an area fourteen (14) feet, ten (10) inches in length and seven (7) feet, four (4) inches in width which is to be used as a transformer vault by the hospital.

3. Maintain and use as now constructed a vault under the sidewalk in front of the premises known as 5700 North Ashland Avenue. Said vaulted area will be approximately one hundred eighty (180) feet, one (1) inch in length and thirteen (13) feet, four (4) inches in width. Total sub-surface area to be approximately five thousand six hundred forty-three (5,643) square feet. All of the area herein mentioned will be used for storage, office space, a doctor's coat room, locker room and a sump pump room by the hospital.

4. Maintain and use as now constructed a vault under the sidewalk in front of the premises known as 1600 West Hollywood Avenue. Said vaulted area will be approximately one hundred five (105) feet in length and sixteen (16) feet, nine (9) inches in width. Total sub-surface area to be approximately one thousand seven hundred fifty-nine (1,759) square feet. All of the area herein mentioned will be used as a food preparation area and a cafeteria area by the hospital.

5. Maintain and use as now constructed a portion of sub-surface land (vault) under the public sidewalk and also under the north/south sixteen (16) foot public alley adjacent thereto on West Hollywood Avenue located approximately one hundred fifteen (115) feet west of the west line of North Ashland Avenue. Said vault shall be approximately thirty-nine (39) feet in length, approximately sixteen (16) feet, nine (9) inches in width under that portion of the public sidewalk and twenty-four (24) feet in width under the portion of the public alley and approximately eight (8) feet in depth. Said vault shall be used as a laundry facility and shall be connected to an existing laundry facility located under grantee's property.

6. Maintain and use as now constructed a vault under the public sidewalk adjacent to the premises known as 1614 -- 1616 West Hollywood Avenue. Said vault shall not be more than one hundred ninety-six (196) feet in length, seven (7) feet, six (6) inches in depth nor sixteen (16) feet, nine (9) inches in width. Total sub-surface area to be approximately three thousand two hundred eighty-three (3,283) square feet. The area herein mentioned will be used for pumps, meters, air-conditioning equipment and 1-West by the hospital.

7. Maintain and use as now constructed a pedestrian tunnel under the north/south sixteen (16) foot public alley in the rear of the premises known as 5700 North Ashland Avenue. Said tunnel to be used as a foot passage between the building at 5700 North Ashland Avenue and the nurses' residence at 1615 -- 1621 West Edgewater Avenue. Said tunnel shall not exceed sixty-eight (68) feet in length, ten (10) feet in width nor ten (10) feet in depth.

8. Maintain and use as now constructed a pedestrian tunnel under the north/south sixteen (16) foot public alley in the rear of the premises known as 5700 North Ashland Avenue. Said tunnel shall be sixteen (16) feet in length, seven (7) feet in width and is located seven (7) feet north of the north line of West Hollywood Avenue.

9. Maintain and use as now constructed a pedestrian tunnel under the north/south sixteen (16) foot public alley in the rear of the premises known as 5700 North Ashland Avenue. Said tunnel shall be sixteen (16) feet in length, four (4) feet in width and is located forty-eight (48) feet north of the north line of West Hollywood Avenue.

10. Maintain and use as now constructed a pedestrian tunnel under the north/south sixteen (16) foot public alley connecting the two (2) aforementioned tunnels described in 8 and 9. Said tunnel shall be

approximately eight (8) feet in width and thirty-four (34) feet in length and is located fourteen (14) feet north of the north line of West Hollywood Avenue.

11. Maintain and use as now constructed a pipe tunnel under the east/west sixteen (16) foot public alley south of West Edgewater Avenue and west of North Ashland Avenue. Said tunnel is located along and under the north line of the above mentioned east/west public alley adjacent to the rear of the premises known as 1635 West Edgewater Avenue, then running in an easterly direction along and parallel to the north line of said alley, a distance of thirty (30) feet, where it makes a ninety (90) degree turn and runs in a southerly direction under and across said sixteen (16) foot public alley, a distance of nine (9) feet where it enters private property. The dimensions of aforementioned tunnel are to wit: thirty (30) feet in length and seven (7) feet in width along the north line of said alley and nine (9) feet in length and seven (7) feet in width across said alley and nine (9) feet in length and seven (7) feet in width across and not more than ten (10) feet, four (4) inches in depth nor less than one (1) foot below alley grade.

12. Maintain and use as now constructed a pedestrian tunnel under the east/west sixteen (16) foot public alley south of West Edgewater Avenue and west of North Ashland Avenue. Said tunnel is located along and under the south line of the above mentioned east/west public alley, and not to exceed eight (8) feet in width, two hundred seventy (270) feet in length, nor thirteen (13) feet in depth, to be used for the purpose of connecting the premises at 1625 West Edgewater Avenue with the southwest wing of the premises at 5700 North Ashland Avenue.

13. Maintain and use as now constructed a canopy over the sidewalk adjoining the premises located at 5700 North Ashland Avenue. Said canopy shall not exceed sixty-seven (67) feet in length, eleven (11) feet in width, lowest portion of same shall not be less than twelve (12) feet above the surface of the sidewalk.

14. Maintain and use as now constructed a six (6) foot concrete conduit, containing utility lines, under and across the north/south sixteen (16) foot public alley at a point thirty-six (36) feet south of the south line of West Edgewater Avenue. Said conduit shall not exceed sixteen (16) feet in length nor six (6) feet in width.

15. Maintain and use as now constructed an overhang, projecting over the north/south sixteen (16) foot public alley at the rear of the premises known as 5700 North Ashland Avenue. Said building overhang shall not exceed forty-six (46) feet in length nor seven (7) feet in width, and the lowest portion of said overhang shall not be less than fourteen (14) feet above the alley grade at said location.

16. Maintain and use an now constructed a four (4) foot conduit, containing utility lines, under and across the north/south sixteen (16) foot public alley at a point of one hundred forty (140) feet south of the south line of West Edgewater Avenue. Said conduit shall not exceed sixteen (16) feet in length nor four (4) feet in width.

17. Maintain and use as now constructed a seven (7) story covered bridge or passageway enclosed in concrete over and across the north/south sixteen (16) foot public alley west of North Ashland Avenue at a point approximately seventeen (17) feet north of the north line of West Hollywood Avenue connecting the second (2^{nd}) to the eighth (8^{th}) floors on the east side of the building known as 1614 West Hollywood Avenue with the corresponding floors at the rear of the building known as 5700 North Ashland Avenue. Said bridge shall not be less than fourteen (14) feet above alley grade and shall be approximately nine (9) feet in width and sixteen (16) feet in length for each floor of said bridge.

18. Maintain and use as now constructed a concrete slab over the east/west sixteen (16) foot public alley between West Edgewater Avenue and West Hollywood Avenue at the rear of the premises known as 1614 West Hollywood Avenue to be used for the purpose of maintaining a transformer. Said slab shall be approximately fourteen (14) feet above alley grade at said location and approximately eighteen (18) feet in width and fourteen (14) feet in length.

Authority herein shall be granted for a period of five (5) years from and after October 30, 1997.

The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of

Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Two Hundred Forty-nine and no/100 Dollars ($6,249.00) 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 the 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 59108 through 59110 of this Journal.]

A. Finkl And Sons Co.

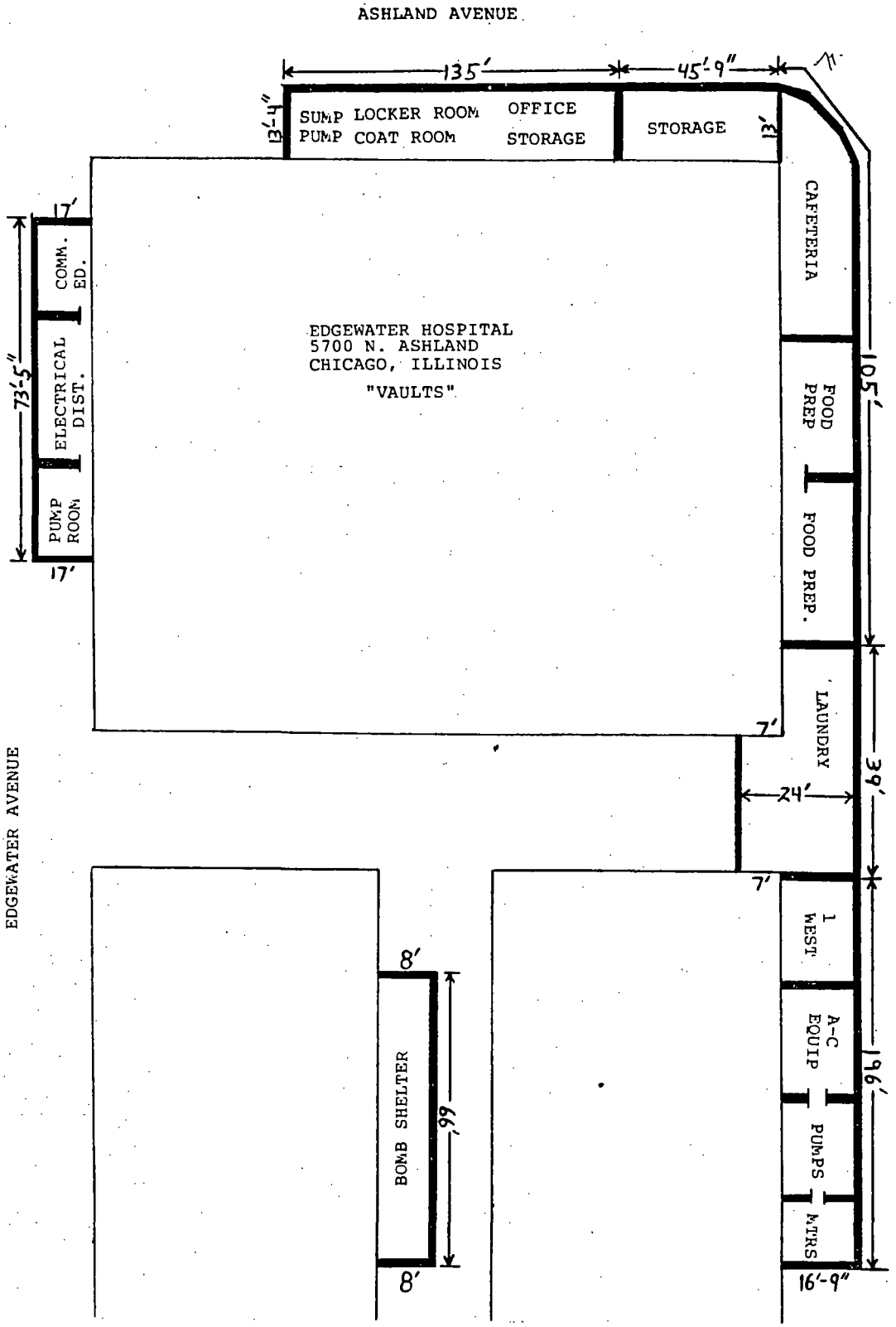
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to A. Finkle and Sons Co., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an area of the public right-of-way adjacent to the premises known as 2101 -- 2111 North Dominick Street to be landscaped with bollards for purposes of beautification. Said landscaping shall be along North Dominick Street at three (3) areas. Area Number 1 shall be twenty-one (21) feet in length and nine (9) feet in width. Area Number 2 shall be thirty-six (36) feet in length and twenty-four (24) feet in width. Area Number 3 shall be thirteen (13) feet in length and thirteen (13) feet in width. Beautification effort shall include planters, protective bollards, as per plans approved by Chicago Department of Transportation. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

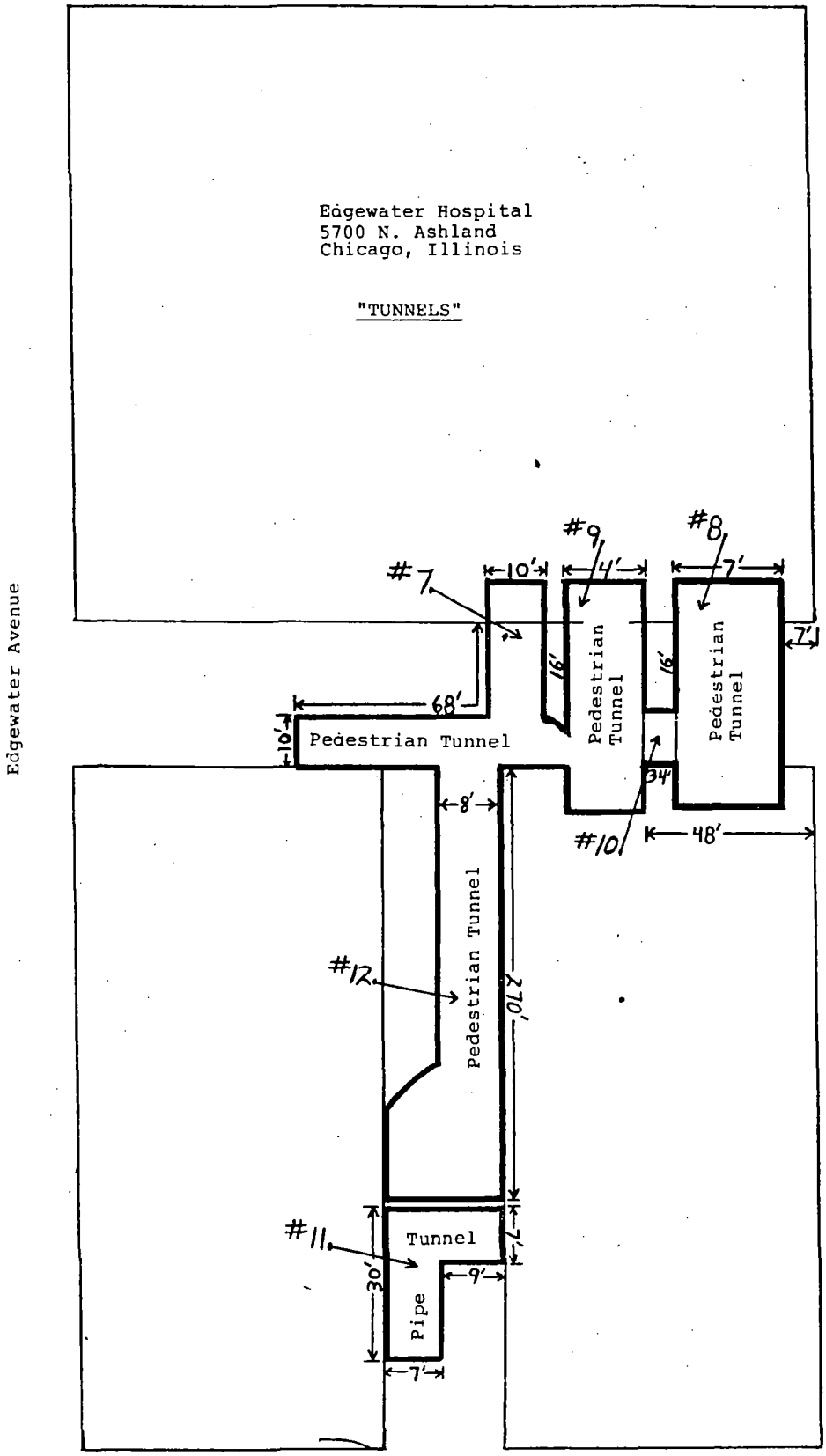
The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 59111)

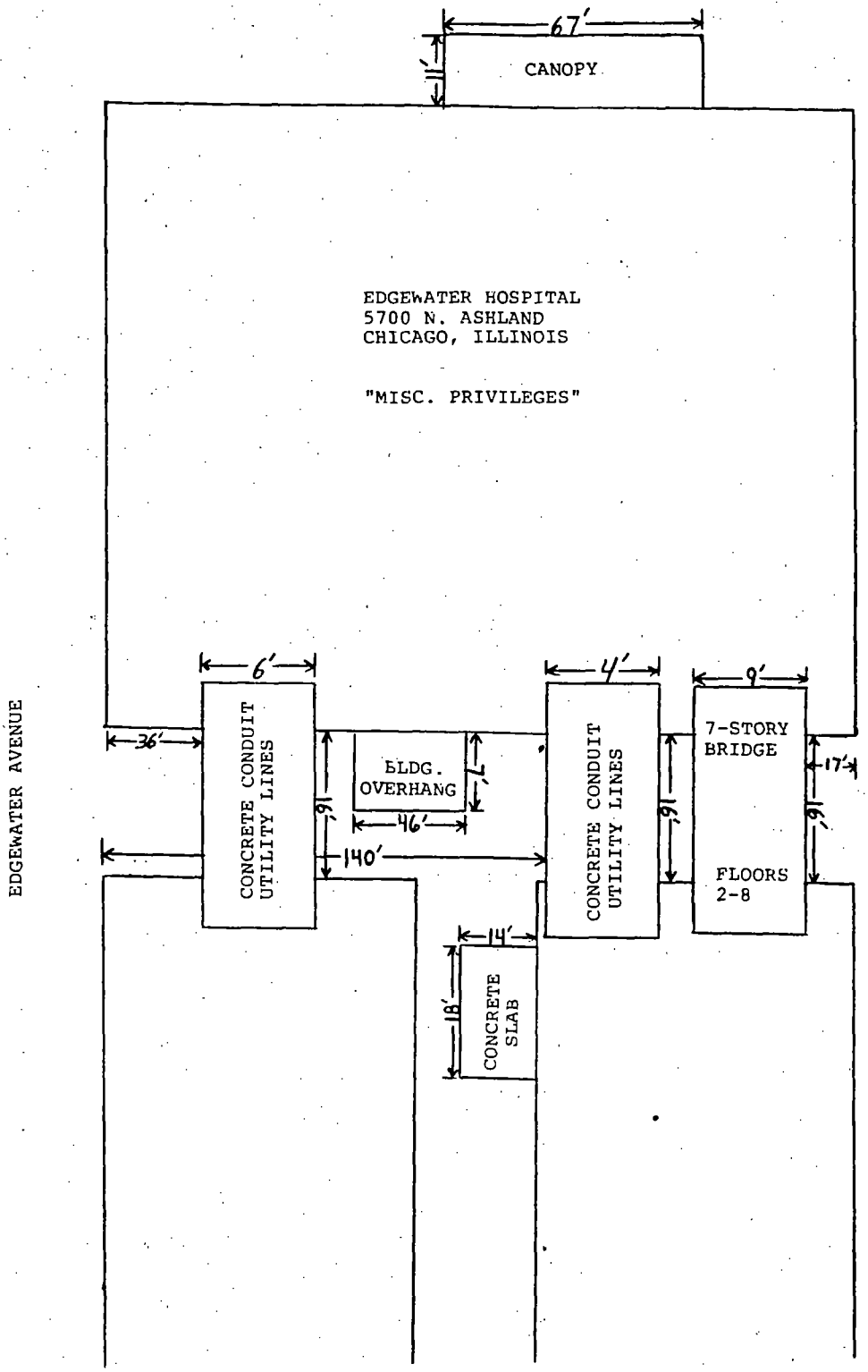
Ordinance associated with this drawing printed on pages 59101 through 59107 of this Journal.



Ordinance associated with this drawing printed on pages 59101 through 59107 of this Journal.



Ordinance associated with this drawing printed on pages 59101 through 59107 of this Journal.



(Continued from page 59107)

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 the 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 59114 of this Journal.]

Gladstone Park Chamber Of Commerce.

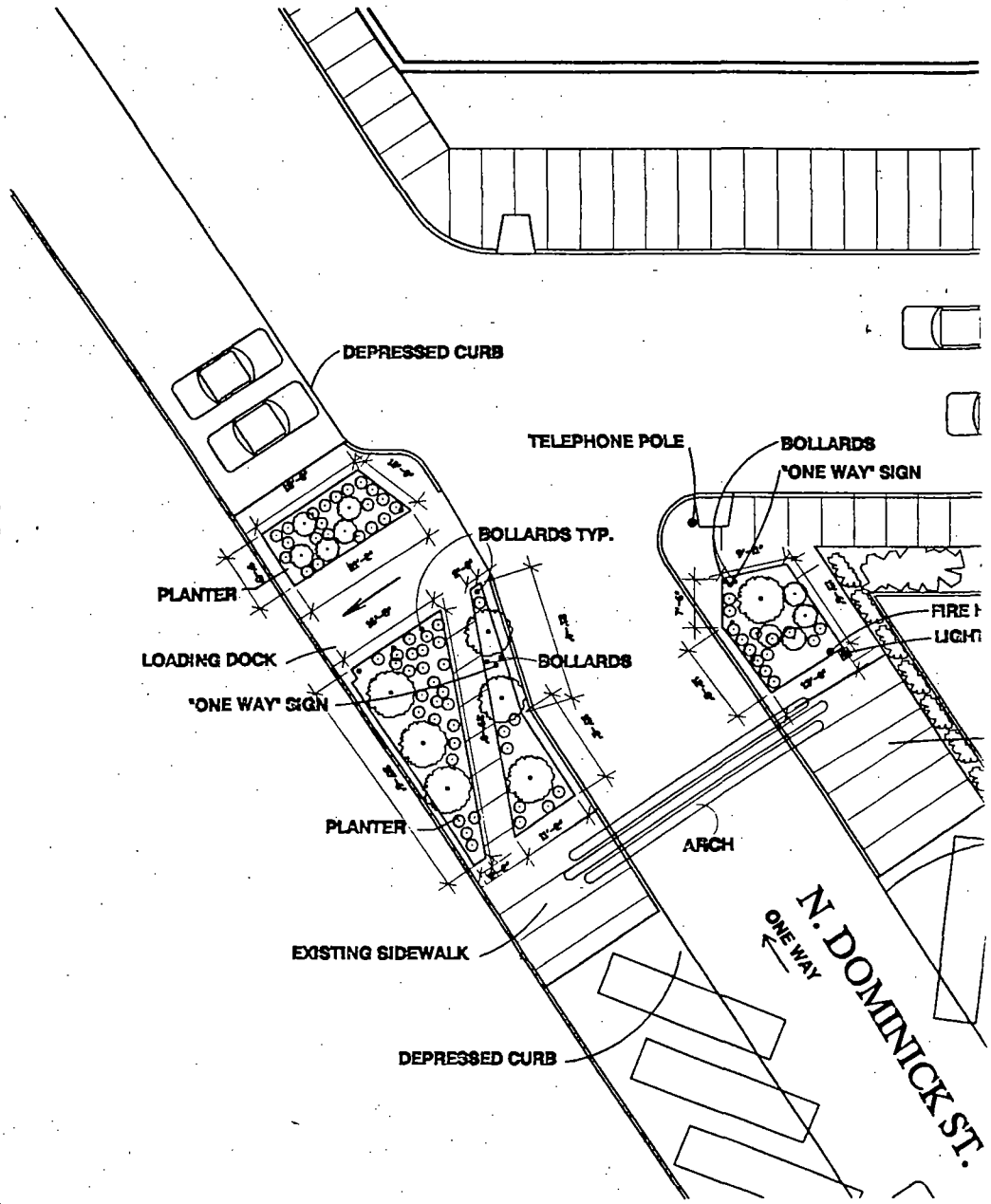
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Gladstone Park Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a sandblasted wooden sign over the public way for beautification purposes adjacent to the premises known as 6348 North Milwaukee Avenue. Said sign shall be mounted on to the concrete median foundation by two (2) steel poles at the intersection of North Milwaukee Avenue and North Elston Avenue. The measurement of said sign shall be four (4) feet in width and two (2) feet, six (6) inches in length. The poles shall be four (4) feet, six (6) inches in height, as per plans approved by Chicago Department of Transportation. Authority 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 59115)

Ordinance associated with this drawing printed on pages 59107 through 59113 of this Journal.



(Continued from page 59113)

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 of 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 the 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 59118 of this Journal.]

Manufacturers Bank.

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

SECTION 1. Permission and authority are hereby given and granted to Manufacturers Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pipe tunnel used for the purpose of transporting paperwork. Dimensions of said pipe tunnel shall be approximately three (3) feet in width and approximately seventy-two (72) feet in length and shall run under and across the eighty (80) foot public right-of-way of East 92nd Street at a depth of approximately three (3) feet, connecting the premises known as 3017 East 92nd Street. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after December 30, 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.

(Continued on page 59119)

Ordinance associated with this drawing printed on pages 59113 through 59117 of this Journal.



(Continued from page 59117)

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. 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 the 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 59122 of this Journal.]

PM Realty Group/Old Colony Building.

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

SECTION 1. Permission and authority are hereby given and granted to PM Realty Group/Old Colony Building, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) vaults adjacent to the premises known as 407 South Dearborn Street and described as follows:

Vault Number 1:

Under and along South Plymouth Court, said vaulted area shall be one hundred fifty-eight (158) feet in length and twelve (12) feet in width.

Vault Number 2:

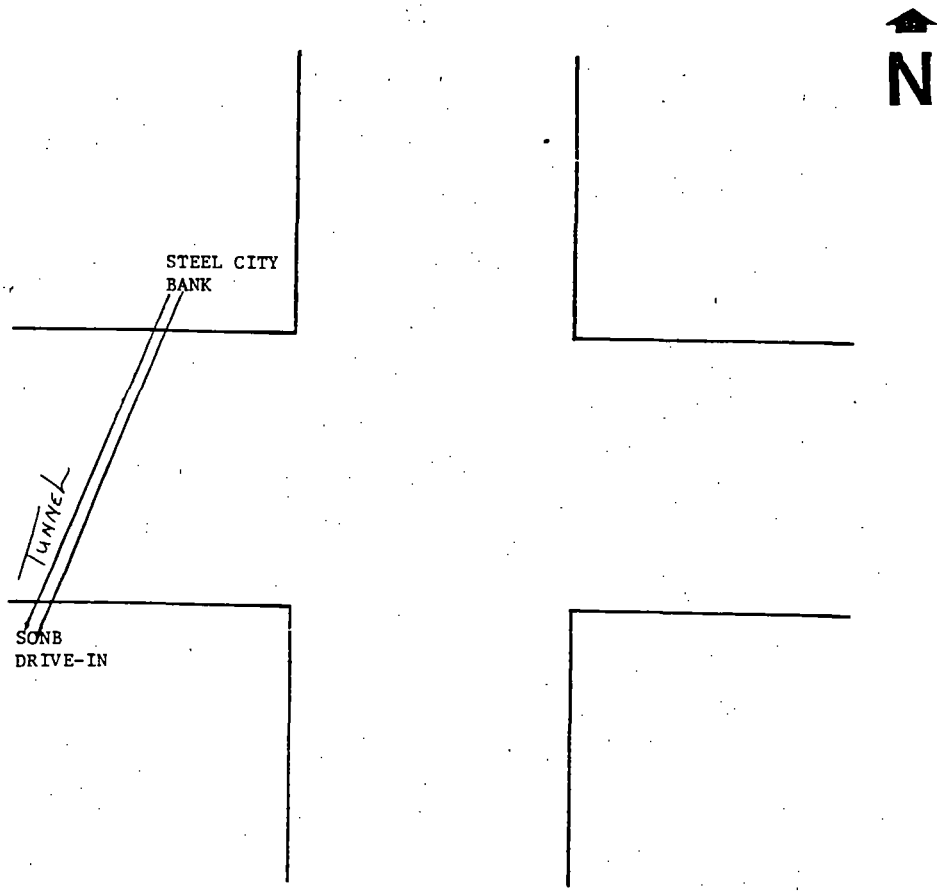
Under and along West Van Buren Street, said vaulted area shall be sixty-eight (68) feet, eight (8) inches in length and ten (10) feet, six (6) inches in width.

Vault Number 3:

Under and along South Dearborn Street, said vaulted area shall be one hundred two (102) feet in length and four (4) feet, eight (8) inches in width.

(Continued on page 59123)

Ordinance associated with this drawing printed on pages 59117 through 59121 of this Journal.



(Continued from page 59121)

Authority herein given and granted shall be for a period of five (5) years from and after October 30, 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 Two Thousand Nine Hundred Ninety and no/100 Dollars ($2,990.00) 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 Insurers 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 the 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 59126 of this Journal.]

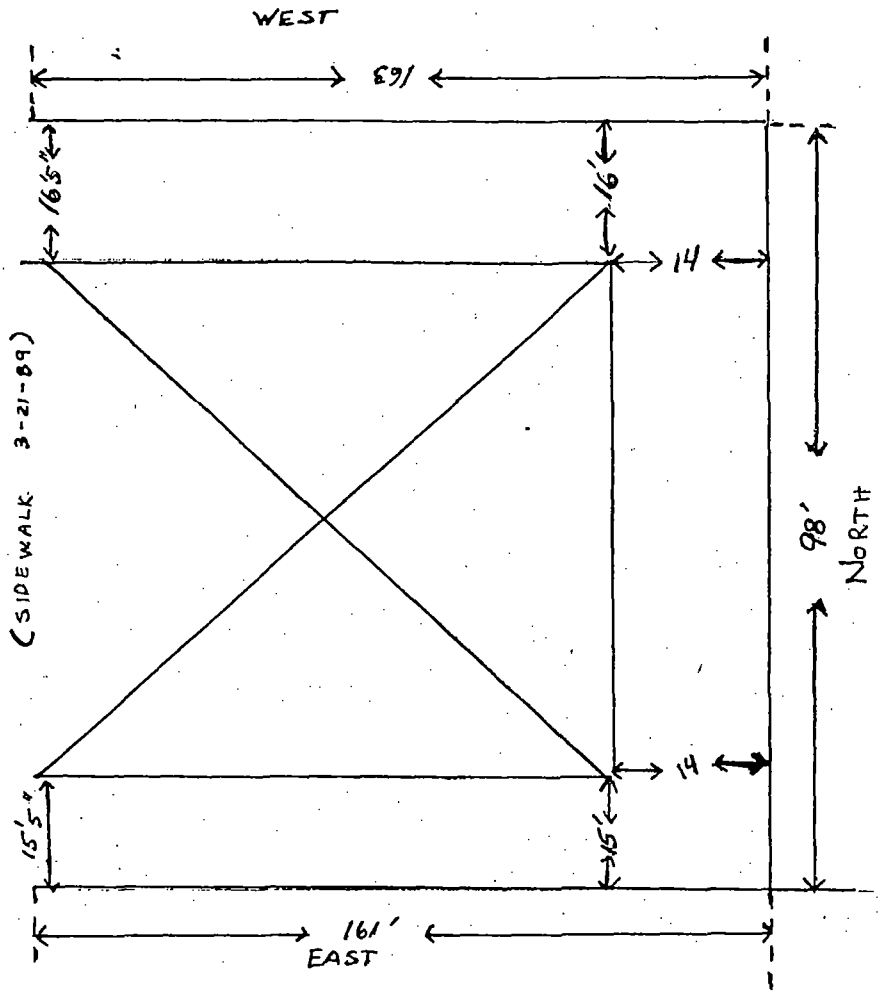
United States Postal Service.

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

SECTION 1. Permission and authority are hereby given and granted to the United States Postal Service, upon the terms and subject to the conditions of this ordinance, to maintain and use an eight (8) inch sewer line and catch basin adjacent to the premises known as 2301 West 51st Street. Said sewer line shall be installed across the east/west alley south of West 51st Street at a length of sixteen (16) feet. Catch basin shall be installed on South Oakley Avenue at a total of four (4) feet, ten (10) inches in length and at a depth of eight (8) feet. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 59127)

Ordinance associated with this drawing printed on pages 59121 through 59126 of this Journal.



(Continued from page 59125)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair; safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Ninety-six and no/100 Dollars ($396.00) 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 Insurers 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 the 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 59130 of this Journal.]

AUTHORIZATION FOR GRANT OF PRIVILEGE TO FIRST CHICAGO BUILDING CORPORATION TO MAINTAIN AND USE TUNNELS UNDER AND ACROSS SPECIFIED PUBLIC WAYS.

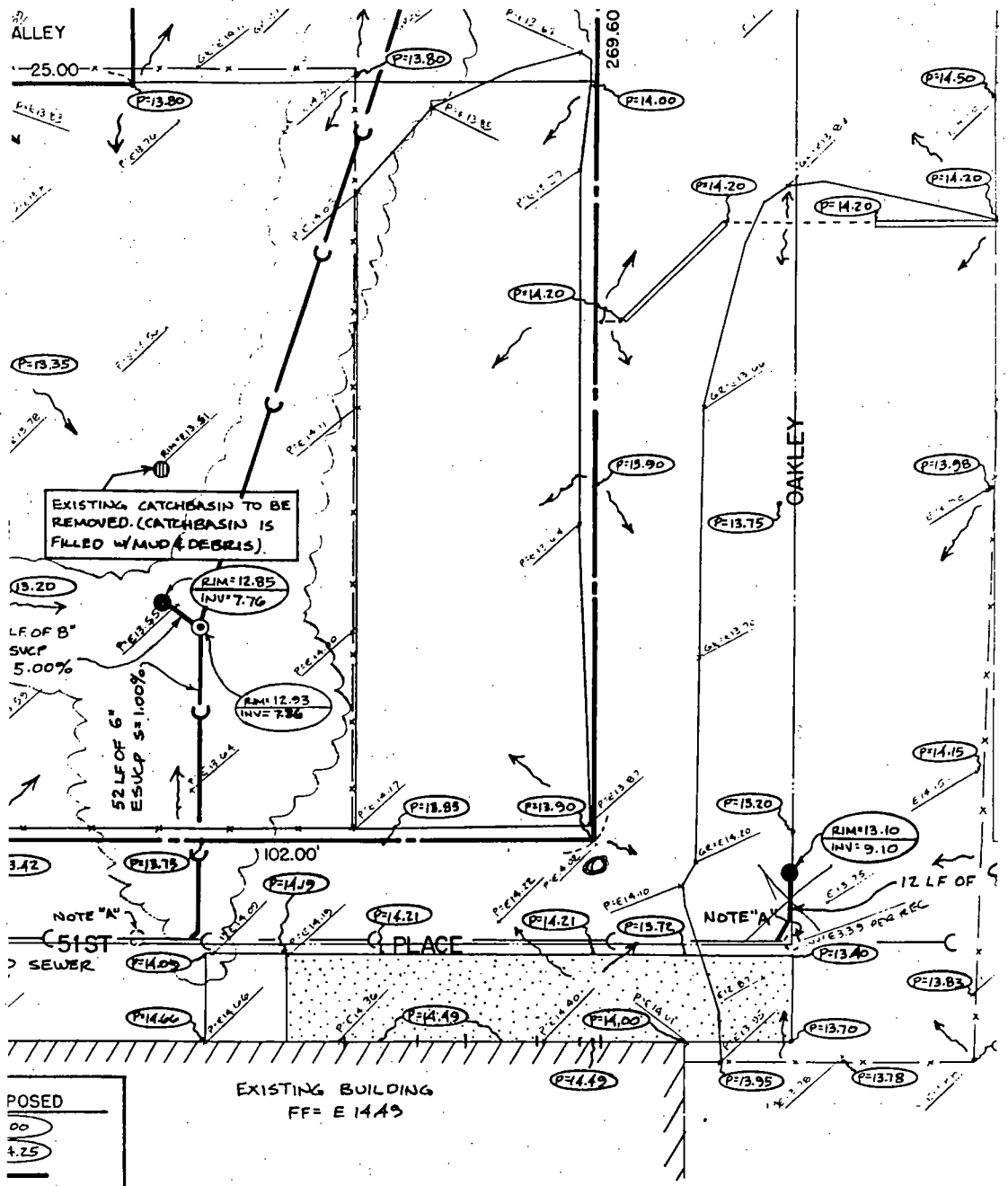
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 ordinance transmitted herewith for a grant of privilege in the public way to First Chicago Building Corporation to maintain and use two pedestrian tunnels and

(Continued on page 59131)

Ordinance associated with this drawing printed on pages 59126 through 59129 of this Journal.



NOTE "A"
APPROXIMATE LOCATION OF EXISTING SEWER MANHOLE PER RECORD. CONTRACTOR TO FIND MANHOLE AND ADJUST MANHOLE TO FIT FINISHED PAVEMENT GRADE.

NOTE:
Existing grades shown are from Plat of Topography by Robert A. Nowicki & Associates, Ltd. dated October 22, 1998.

(Continued from page 59129)

two vehicle tunnels under and across South Clark Street for the purpose of connecting the lower levels of the buildings located on the block bounded by West Madison, South Clark, West Monroe and South Dearborn Streets with the premises located at 40 South Clark Street. This ordinance was referred to the committee on November 12, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 46.

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:

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

SECTION 1. Permission and authority are hereby given and granted to First Chicago Building Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) pedestrian tunnels and two (2) vehicle tunnels under and across South Clark Street, the north side of said tunnels shall begin on the east

property line of said South Clark Street at a point one hundred eighty-one and forty-four one-hundredths (181.44) feet south of the south curb line of West Madison Street, thence northwesterly to the west property line of said South Clark Street to a point one hundred fifty-three and forty-four one-hundredths (153.44) feet south of the south curb line of said West Madison Street. Said tunnels shall be approximately sixty (60) feet in width on the east side of said South Clark Street, forty-five (45) feet in depth, and nine (9) feet below grade at said location and shall be used for the purpose of connecting the lower levels of the buildings to be located on the block bounded by West Madison, South Clark, West Monroe, and South Dearborn Streets with the property of said grantee known as 40 South Clark Street. Authority herein granted shall be for a period of five (5) years from and after May 11, 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 Thirty-three Thousand Six Hundred and no/100 Dollars ($33,600.00) 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 diseretion 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 the 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 59135 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

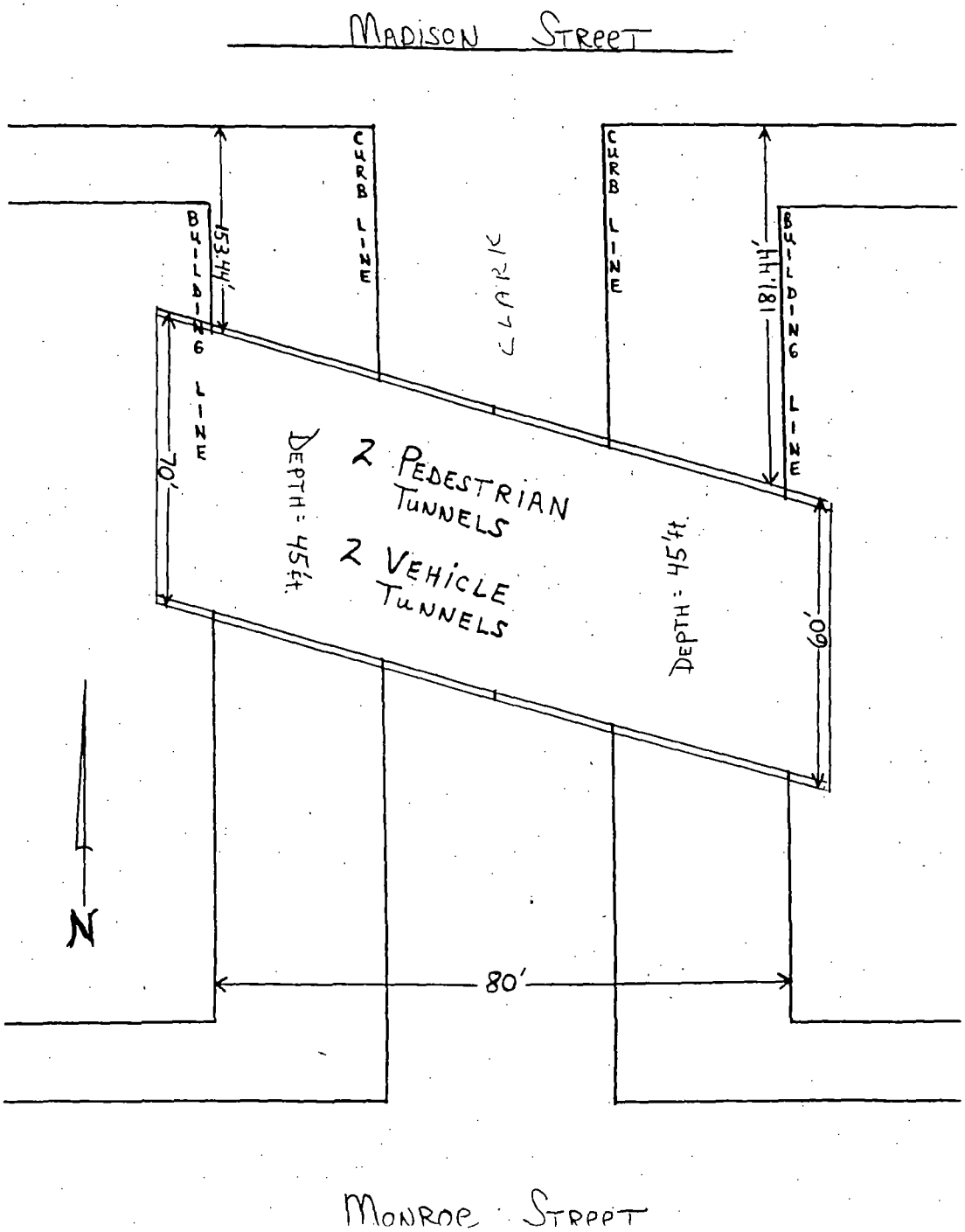
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 1997.

To the President and Members of the City Council:

(Continued on page 59136)

Ordinance associated with this drawing printed on pages 59131 through 59134 of this Journal.



(Continued from page 59134)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on November 12 and November 19, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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):

Audio Consultants: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Audio Consultants ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 839 North Clark Street for a period of three (3) years from and after September 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 sixty-five (65) 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 Ninety and no/100 Dollars ($90.00) 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.

Lesly Motors Inc. (Doing Business As Celebrity Ford): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lesly Motors Inc., doing business as Celebrity Ford ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2401 South Michigan Avenue for a period of three (3) years from and after November 14, 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 ten (10) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the

Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

City Suites Hotel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to City Suites Hotel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 933 West Belmont Avenue for a period of three (3) years from and after January 14, 1998 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 nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Classic Cafe: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Classic Cafe ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 341 West Armitage Avenue for a period of three (3) years from and after September 14, 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 three (3) at eight (8) feet, four (4) inches, respectively, in length, nor three (3) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty 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.

Friedman Properties Ltd, Successor To J.A. Friedman & Associates: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Friedman Properties Ltd., successor to J.A Friedman & Associates ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 431 North Dearborn Street for a period of three (3) years from and after December 11, 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 seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-three and no/100 Dollars ($73.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Anthony Menotti: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Anthony Menotti ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2350 West Grand Avenue for a period of three (3) years from and after October 26, 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 ten (10) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Ocwieja Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ocwieja Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4256 South Mozart Street for a period of three (3) years from and after November 14, 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 thirteen (113) 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 One Hundred Thirty-four and no/100 Dollars ($134.00) 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.

PM Realty Group/Old Colony Building: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to PM Realty Group/Old Colony Building ("Permittee) to construct, maintain and use ten (10) canopies over the public way attached to the structure located at 407 South Dearborn Street for a period of three (3) years from and after October 31, 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 two (2) at seventeen (17) feet, three (3) at twenty (20) feet, one (1) at eighteen (18) feet, one (1) at ten (10) feet, one (1) at sixteen (16) feet, one (1) at fifteen (15) feet and one (1) at thirteen (13) feet, respectively in length, nor ten (10) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the

sum of Five Hundred and no/100 Dollars ($500.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

AUTHORIZATION FOR GRANT OF PRIVILEGE IN PUBLIC WAY FOR CANOPY AT 3350 WEST DIVERSEY PARKWAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 order transmitted herewith to maintain and use one canopy located at LaSalle Bank FSB, 3350 West Diversey Parkway. This order was referred to the committee on November 19, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 46.

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 order as passed:

Ordered, That the Director of Revenue is hereby authorized to issue a permit to LaSalle Bank FSB, formerly Cragin Bank for Savings ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3350 West Diversey Parkway for a period of three (3) years from and after October

14, 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-six (26) feet in length, nor five (5) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-one and no/100 Dollars ($51.00) 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.

VACATION OF REMAINING PUBLIC ALLEYS IN BLOCK BOUNDED BY SOUTH MICHIGAN AVENUE, EAST 33RD BOULEVARD, SOUTH INDIANA AVENUE AND EAST 32ND STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 all of the remaining east/west and north/south 20 foot public alleys in the block bounded by South Michigan Avenue, East 33rd Boulevard, South Indiana Avenue and East 32nd Street. This ordinance was referred to the committee on December 3, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the remaining north/south 20 foot public alley lying west of the west line of Lots 1 to 7, both inclusive, lying east of the east line of Lots 40 to 46, both inclusive, lying north of the north line of the vacated north/south 20 foot public alley vacated by ordinance approved by the City Council of the City of Chicago July 27, 1983 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois September 29, 1983 as Document Number 26800728 being described in the last recorded ordinance as "the easterly extension of the south line of the north 21 feet of Lot 40, and lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 46 all in Block 1 in J. Wentworth's Subdivision of the south 60 acres of the west half of the northwest half of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois,

Also

all of the east/west 20 foot public alley dedicated by Plat of Dedication for public alley approved by the City Council of the City of Chicago July 27, 1983 and recorded September 29, 1983 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26800727 being described on the said recorded plat of dedication for public alley as "the south 20 feet of the north 21 feet of Lot 40 in Block 1 in J. Wentworth's Subdivision of the south 60 acres of the west half of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian", in Cook County, Illinois, said public alley and part of public alley herein vacated, being further described as all of the remaining east/west and north/south 20 foot public alleys in the block bounded by South Michigan Avenue, East 33rd Boulevard, South Indiana Avenue and East 32nd Street, as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of the Peoples Gas Light and Coke Company an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the alleys "to be vacated" with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on said easement herein reserved for the Peoples Gas Light and Coke Company or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal or replacement of said facilities, or the construction of additional facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison

Company, Ameritech Illinois, and Chicago Cable T.V. 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 alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Illinois College of Optometry 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 alleys hereby vacated, the sum of Forty-six Thousand Seven Hundred Fifty and no/100 Dollars ($46,750.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred twenty (120) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alleys hereby vacated, similar to the sidewalk and curb in South Michigan Avenue between East 32nd Street and East 33rd Boulevard and similar to the sidewalk and curb in East 32nd Street between South Michigan Avenue and South Indiana Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Illinois College of Optometry shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 59149 of this Journal.]

Ordinance associated with this drawing printed on pages 59146 through 59148 of this Journal.

"A"

J. Wentworth's Sub. of the S. 60 Acres of the W. 1/2, of the N.W. 1/4 of Sec. 34-39-14.

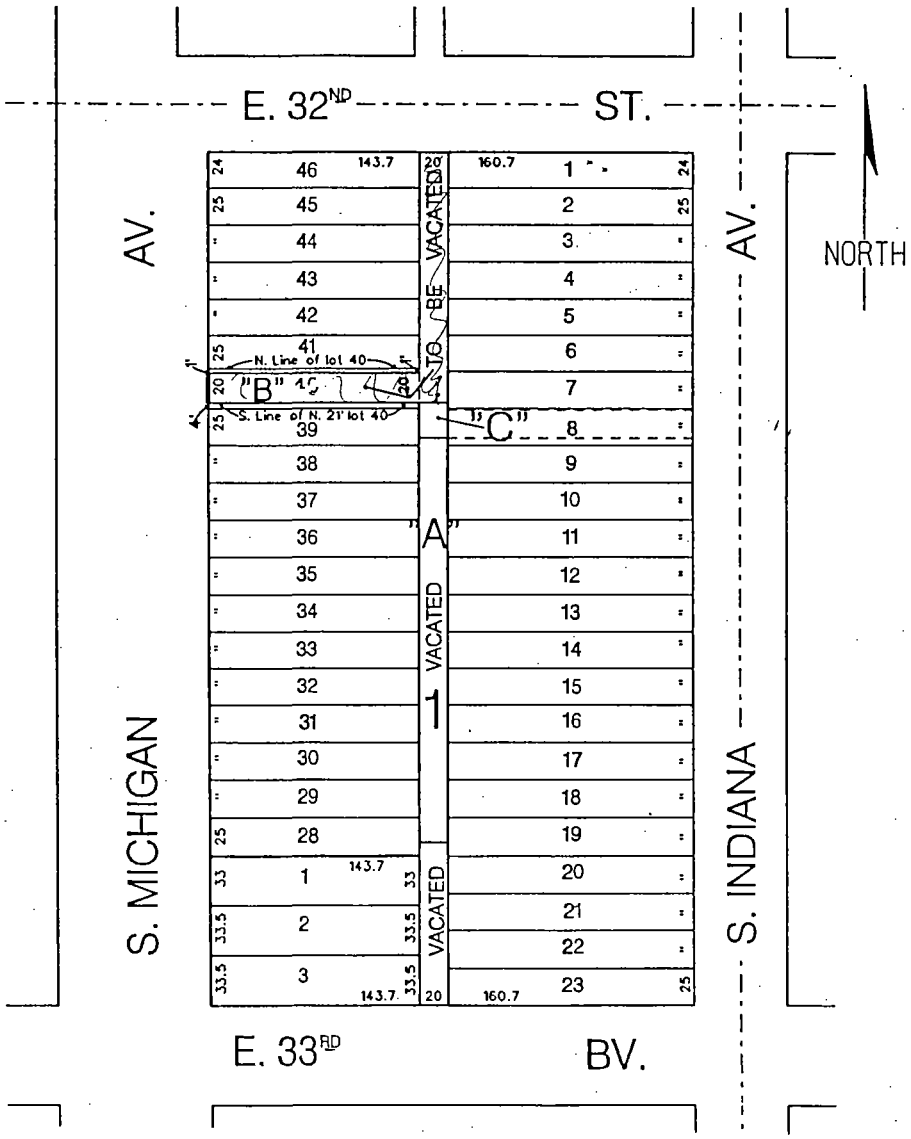
"B"

Dedicated for Public Alley.
Rec. Sept. 29, 1983 Doc. No.26800727

"C"

Vacated by Ordinance Passed July 27, 1983.
Rec. Sept. 29, 1983 Doc. No.26800728

Dr. No. 34-2-96-2073



VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST 48TH STREET, SOUTH OAKLEY AVENUE, WEST 48TH PLACE AND SOUTH WESTERN BOULEVARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 141 feet of the first north/south 16 foot public alley east of South Western Boulevard and the west 59 feet of the east/west 16 foot public alley in the block bounded by West 48th Street, South Oakley Avenue, West 48th Place and South Western Boulevard; and providing for the dedication of a north/south 16 foot public alley consisting of the east 16 feet of Lot 13 in said block bounded by West 48th Street, South Oakley Avenue, West 48th Place and South Western Boulevard. This ordinance was referred to the committee on December 3, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the remaining north/south 16 foot public alley lying east of the east line of Lots 5 to 10, both inclusive, lying west of the west line of Lot 11, lying west of a line drawn from the northwest corner of Lot 11 to the southwest corner of Lot 32, lying north of a line drawn from the southeast corner of Lot 10 to the southwest corner of Lot 11 and lying south of the south line of the vacated north/south 16 foot alley vacated by ordinance approved by the City Council of the City of Chicago, August 21, 1940 and recorded September 23, 1940 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 12550647; said south line being described in said recorded ordinance as "the south line of said Lot 32 produced west 16 feet" all in Rockwell's Subdivision of the north half of Block 17 in Stone and Whitney's Subdivision of part of the north half of Section 7, Township 38 North, Range 14 East of the Third Principal Meridian (except that part occupied by Western Avenue and Western Boulevard),

Also

all that part of east/west 16 foot public alley lying north of the north line of Lots 11, 12 and 13, lying south of the south line of Lots 30, 31 and 32, lying east of a line drawn from the northwest corner of Lot 11 to the southwest of Lot 32, and lying west of the northerly extension of the west line of the east 16 feet of Lot 13, all in Rockwell's Subdivision aforesaid, in Cook County, Illinois, said public alley and part of public alley herein vacated being further described as the vacation of the south 141 feet, more or less, of the first north/south 16 foot public alley east of South Western Boulevard and the west 59 feet, more or less, of the east/west 16 foot public alley in the block bounded by West 48th Street, South Oakley Avenue, West 48th Place and South Western Boulevard as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which

drawing for greater certainly, 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 Albany Bank and Trust Company, as Trustee, Trust Number 11-5079 shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property: the east 16.0 feet of Lot 13 in Rockwell's Subdivision of the north half of Block 17 in Stone and Whitney's Subdivision of part of the north half of Section 7, Township 38 North, Range 14 East of the Third Principal Meridian (except that part occupied by Western Avenue and Western Boulevard), in Cook County, Illinois, as shaded and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Albany Bank and Trust Company, as Trustee, Trust Number 11-5079, 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 and part of public alley hereby vacated, the sum of Eleven Thousand Eight Hundred Fifty and no/100 Dollars ($11,850.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred twenty (120) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in West 48th Place between South Western Boulevard and South Oakley Avenue and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Albany Bank and Trust Company, as Trustee, Trust Number 11-5079, 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. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 59153 of this Journal.]

Ordinance associated with this drawing printed on pages 59151 through 59152 of this Journal.

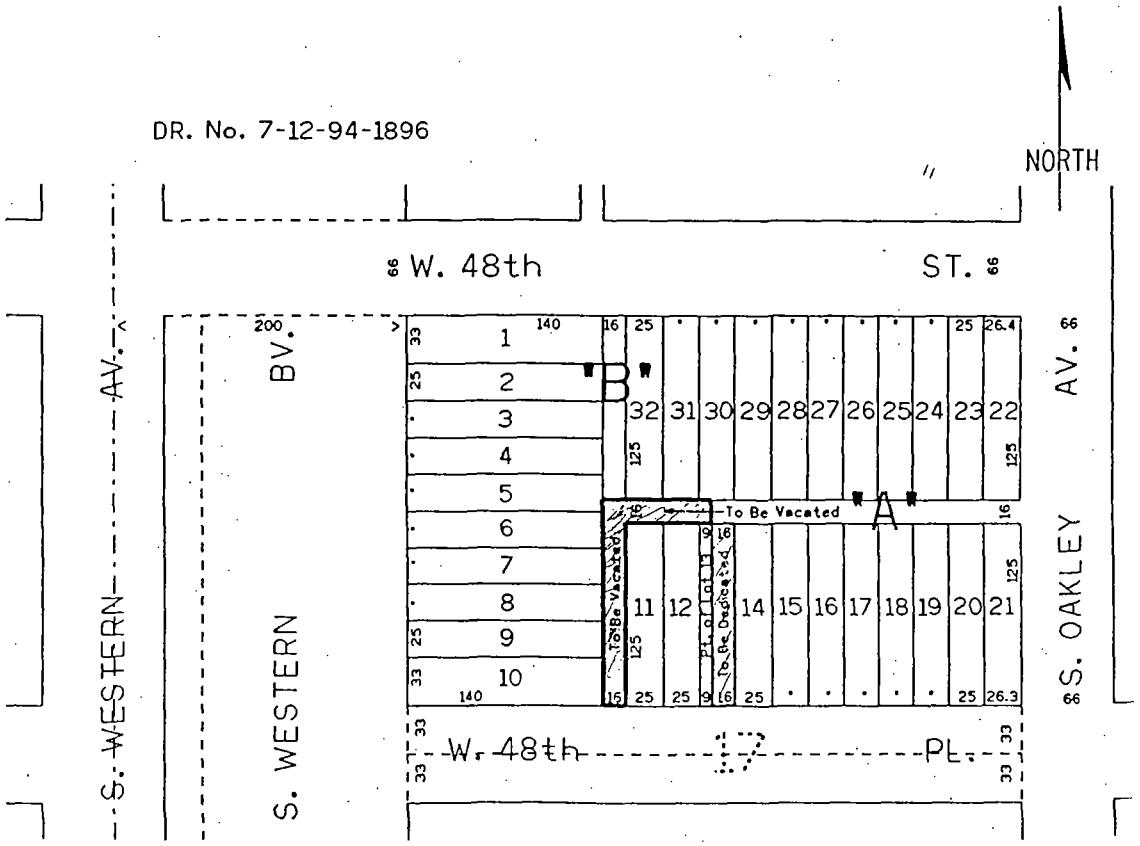
"A"

Rockwell's Sub. of the N. 1/2 of Blk. 17 in Stone and Whitney's Sub. of part of the N. 1/2 of Sec. 7-38-14 (exc. that part occupied by Western Av. and Western Bv.

"B"

Vacated by Ordinance Passed Aug. 21, 1940.
Rec. Sept. 23, 1940 Doc. No. 12550647

DR. No. 7-12-94-1896



VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST 19TH STREET, WEST 19TH PLACE, SOUTH HALSTED STREET AND SOUTH UNION AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 100 feet of the east/west 10 foot public alley in the block bounded by West 19th Street, West 19th Place, South Halsted Street and South Union Avenue. This ordinance was referred to the committee on December 3, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public 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 10 foot public alley lying north and northeasterly of the north and northeasterly lines of Lot 14 in Webster's Subdivision of Outlot 2 in Block 40 in Canal Trustee's Subdivision of the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian and so much of the southeast quarter as lies west of the south branch of the Chicago River, lying south of the south line of Lot 14 in subdivision of Lot 1 in Block 40 in Canal Trustee's Subdivision aforesaid, lying east of a line drawn from the northwest corner of Lot 14 in Webster's Subdivision aforesaid to the southwest corner of Lot 14 in subdivision of Lot 1 in Block 40 aforesaid, and lying west of a line drawn from the point of intersection of northeasterly and east lines of Lot 14 in Webster's Subdivision aforesaid to the southeast corner of Lot 14 in subdivision of Lot 1 in Block 40 aforesaid, said public alley herein vacated, being further described as the west 100 feet, more or less, of the east/west 10 foot public alley in the block bounded by West 19th Street, West 19th Place, South Halsted Street and South Union Avenue 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 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 with one hundred twenty (120) days after the passage of this ordinance, John Podmajersky III, John Podmajersky and Annelies Podmajersky shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley hereby vacated, the sum of Thirteen Thousand Two Hundred Fifty and no/100 Dollars ($13,250.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred twenty (120) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in South Halsted Street, between West 19th Street and West 19th Place. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, John Podmajersky III, John Podmajersky and Annelies Podmajersky 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 the ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 59157 of this Journal.]

Ordinance associated with this drawing printed on pages 59155 through 59156 of this Journal.

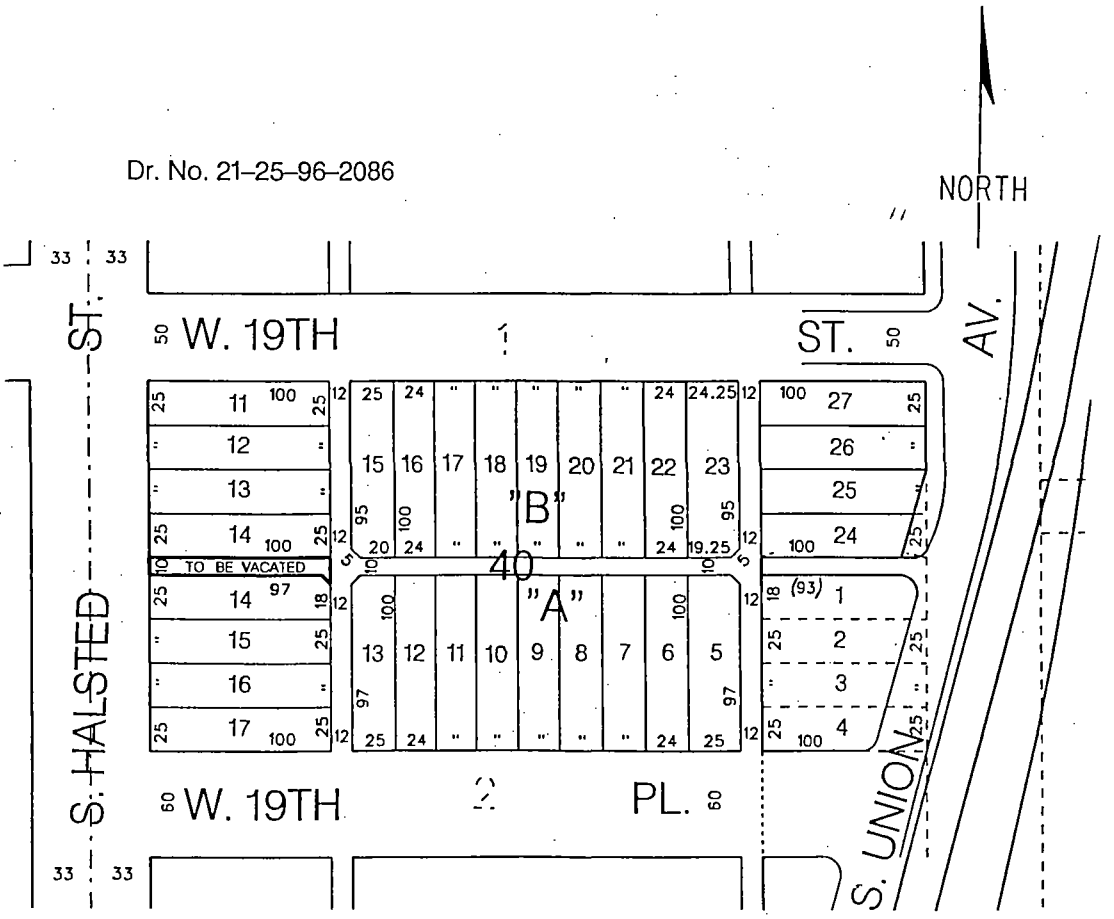
"A"

Webster's Sub. of Outlot 2 in Block 40, in Canal Trustee's Sub. of the W. 1/2, of Sec. 21-39-14 and so much of the S.E. 1/4 as lies W. of the S. Branch of the Chicago River.

"B"

Sub. of Lot 1 in Blk. 40 in Canal Trustee's Sub. of the S.W. 1/4 etc. (See "A").

Dr. No. 21-25-96-2086



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, December 3, 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 shelters at various locations. These ordinances were referred to the committee on November 19, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 Damen Avenue At
West Division 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
North Damen Avenue		West Division Street	Eastbound	1

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 Western Avenue At West Taylor Street And South Blue Island Avenue At South Ashland 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 bus passenger shelters at the following locations within the public rights-of-way of the City of Chicago are hereby approved:

Street	At	Intersection	Direction	Ward
South Western Avenue		West Taylor Street	Northbound	25
South Blue Island Avenue		South Ashland Avenue	Westbound	25

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.

PERMISSION GRANTED TO CHICAGO TRANSIT AUTHORITY TO INSTALL, MAINTAIN AND OPERATE MOTORBUS ROUTE ON PORTION OF NORTH ASHLAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 Chicago Transit Authority to install, maintain and operate a motorbus route on North Ashland Avenue, from West Foster Avenue to West Bryn Mawr Avenue. This ordinance was referred to the committee on November 5, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 consent and permission of the City of Chicago are hereby given to the Chicago Transit Authority, a municipal corporation, created by the laws of the state of Illinois, to install, maintain and operate a motorbus route on North Ashland Avenue, from West Foster Avenue to West Bryn Mawr Avenue, as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the terms specified in Section 2, paragraph B of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 1997.

To the President and Members of the City Council:

The Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on October 28, November 5, 12 and 19, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 Honore Street And
West 71st Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac on South Honore Street and West 71st Street.

South Justine Street And
West 67th Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac on South Justine Street and West 67th Street.

North Keystone Avenue And
West Palmer Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac on North Keystone Avenue and West Palmer Street.

West Le Moyne Street And
South Karlov Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac on West Le Moyne Street and South Karlov Avenue.

South Lowe Avenue And
West 79th Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac on South Lowe Avenue and West 79th Street.

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLES AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 substitute orders transmitted herewith (original orders referred on November 5 and 12, 1997) authorizing and directing the Commissioner of Transportation to construct traffic circles 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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):

West Dickens Avenue And
North Lamon Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on West Dickens Avenue and North Lamon Avenue.

North Hamlin Avenue And
West Palmer Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on North Hamlin Avenue and West Palmer Street.

North Kilbourn Avenue And
West George Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on North Kilbourn Avenue and West George Street.

North Monticello Avenue And
West Potomac Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on North Monticello Avenue and West Potomac Avenue.

West Shakespeare Avenue And North Kilpatrick Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on West Shakespeare Avenue and North Kilpatrick Avenue.

West 37th Place And South Morgan Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the intersection of West 37th Place and South Morgan Street.

REMOVAL OF PAY TELEPHONES FROM PUBLIC WAY AT SUNDRY LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 calling for vendors to remove pay telephones from the public rights-of-way at sundry locations. These ordinances were referred to the committee on November 12 and 19, 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) THOMAS R. ALLEN,
Vice-Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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):

1136 South Homan 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 any time order the removal of outdoor pay telephones operated under the concession agreement with the City of Chicago; therefore, it is hereby ordered that Dial-Com System, Inc. remove the outdoor public pay telephone(s) from the public way at 1136 South Homan Avenue (auto repair shop), within fourteen (14) days of the passage of this ordinance. Any concession telephone that is not removed within the fourteen (14) day period will be removed by the City of Chicago.

SECTION 2. This ordinance shall be in force and effect from the date of passage.

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445 West 79th 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 any time order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, it is hereby ordered that Crystal Communications remove the pay telephone(s) from the public way at 445 West 79th Street (D & G Enterprise Car Wash) within fourteen (14) days of the passage of this ordinance. Any concession telephone not removed within the fourteen (14) day period will be removed by the City Chicago.

SECTION 2. This ordinance shall be effective and in force from the date of passage.

1111 West 79th 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 any time order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, it is hereby ordered that American Pay Telephone Corporation remove the pay telephone(s) from the public way at 1111 West 79th Street (Triple Restaurant) within fourteen (14) days of the passage of this ordinance. Any concession telephone not removed within the fourteen (14) day period will be removed by the City of Chicago.

SECTION 2. This ordinance shall be effective and in force from the date of 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, December 3, 1997.

To the President and Members of the City Council:

The Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on November 12, 19 and December 3, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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):

All Right Parking, 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 All Right Parking, Inc., of 221 North LaSalle Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 213 West Hubbard Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

B & B Store Fixtures, Co./Mr. Robert Kubow.

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 Robert Kubow of B & B Store Fixtures, Co., 1154 West Madison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1154 West Madison Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Broadway Bank.

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 Broadway Bank, 3048 North Central Avenue, from the physical barrier requirement pertaining to alley accessibility for parking facilities at 3048 North Central Avenue.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Mr. Ali A. Bughti.

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 (Prior Code Section 33-19.1), the Director of Revenue is hereby authorized and directed to exempt Mr. Ali A. Bughti, 5006 North Clark Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 5006 North Clark Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Chicago Housing Authority Scattered Site.
(4246 South Drexel Boulevard)

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 C.H.A. scattered site, 4246 South Drexel Boulevard, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4246 South Drexel Boulevard.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and dedication.

Dimension's Automotive Services.

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 Dimension's Automotive Services, 1439 -- 1441 East 79th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1439 -- 1441 East 79th Street.

SECTION 2. This ordinance shall take effect and be in force upon passage and publication.

Dynaprop Development Corporation.

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 Dynaprop Development Corporation, 611 West Briar Place, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 900 North Paulina Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication

His & Hers Barber And Beauty School.

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 His & Hers Barber and Beauty School, 5355 West Madison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5355 West Madison Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Victor Izaac.

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 Victor Izaac, 3945 West Armitage Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3945 West Armitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Joey's Auto Repair.

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 Joey's Auto Repair, 5943 -- 5945 North Broadway, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5943 -- 5945 North Broadway.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Eliyahoo Lalez.

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 Eliyahoo Lalez, 4135 West Armitage Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4135 West Armitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Gerard McElduff Or Assigns.

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 Gerard McElduff or assigns of Chicago, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2732 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Fidel Moshi.

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 Fidel Moshi, the owner of 2330 West Belmont Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2330 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

S. T. Surgical Consultants.

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 S. T. Surgical Consultants, 5011 North Lincoln Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 5011 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect from and after its passage and due publication.

Mr. Tony Shalaci.

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 Tony Shalaci, 448 -- 450 West 37th Place, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 540 -- 548 West 37th Place.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Super Buy/Sia Giarmides.

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 Sia Giarmides, 5504 North Central Avenue, from the provisions of requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for the first alley west of North Lincoln Avenue for Super Buy, 5300 -- 5304 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Touch Of Green.

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 Touch of Green, 3820 West 63rd Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3820 West 63rd Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

1801 West Winnemac L.L.C.

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 1801 West Winnemac L.L.C., 1811 West Winnemac Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 1811 West Winnemac Avenue.

SECTION 2. This ordinance shall take effect from and after its passage and publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH ADA STREET AS "PASTOR LANDRUM WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 8600 block of South Ada Street as "Pastor Landrum Way". This ordinance was referred to the committee on November 12, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council allowing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary steps for standardization of the 8600 block of South Ada Street as "Pastor Landrum Way".

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH NEW ENGLAND AVENUE AS "DONALD E. MIKESH, JR. WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 New England Avenue from West 51st Street to West 52nd Street as "Donald E. Mikesh, Jr. Way". This ordinance was referred to the committee on November 12, 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) THOMAS R. ALLEN,
Vice-Chairman.

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

Yeas – Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South New England Avenue between West 51st Street and West 52nd Street as "Donald E. Mikesh, Jr. Way".

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF NORTH LEAVITT STREET AS "AUDREY QUINA STEVENSON STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 North Leavitt Street from West Diversey Parkway to North Clybourn Avenue as "Audrey Quina Stevenson Street". This ordinance was referred to the committee on November 19, 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) THOMAS R. ALLEN,
Vice-Chairman.

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

Yeas – Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984 and printed on pages 11459 -- 11460 of the Journal of the Proceedings of the City Council of that date, the Commissioner of Transportation shall take the necessary measures for standardization of that portion of North Leavitt Street lying between West Diversey Parkway and North Clybourn Avenue (2800 to 3000 north), as "Audrey Quina Stevenson Street".

SECTION 2. This ordinance shall be in full force and effect from and after its date

of passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF EAST ROOSEVELT ROAD AS "JACQUELINE B. VAUGHN ROAD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 East Roosevelt Road (both sides) from South Lake Shore Drive to the Dan Ryan Expressway (I-94), as "Jacqueline B. Vaughn Road". This ordinance was referred to the committee on November 12, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of the Proceedings of the City Council of said date, which authorizes the erection of honorary street-naming signs, the Commissioner of Transportation shall take the necessary action for the standardization of East Roosevelt Road, on both sides of the street, from South Lake Shore Drive to the Dan Ryan Expressway (I-94), as "Jacqueline B. Vaughn Road".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH WENTWORTH AVENUE AS "REVEREND NAPOLEON WATKINS WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 7000 block of South Wentworth Avenue as "Reverend Napoleon Watkins Way". This ordinance was referred to the committee on November 19, 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) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council allowing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary steps for standardization of the 7000 block of South Wentworth Avenue as "Reverend Napoleon Watkins Way".

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST MADISON STREET AS "FRANK CAPUTO WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 West Madison Street, from South Halsted Street to South Desplaines Street, as "Frank Caputo Way" . This order was referred to the committee on November 19, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Madison Street, from South Halsted Street to South Desplaines Street, as "Frank Caputo Way".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST FIFTH AVENUE AS "REVEREND PETE D. DIXON AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3,1997.

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 West Fifth Avenue, from South Kenneth Avenue to South Cicero Avenue, as "Reverend Pete D. Dixon Avenue". This order was referred to the committee on November 12, 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) THOMAS R. ALLEN,
Vice Chairman

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Fifth Avenue, from South Kenneth Avenue to South Cicero Avenue, as "Reverend Pete D. Dixon Avenue".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST 73RD PLACE AS "GENEVA SCOTT BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 West 73rd Place, from South Racine Avenue to South Ashland Avenue, as "Geneva Scott Boulevard". This order was referred to the committee on November 12, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West 73rd Place, from South Racine Avenue to South Ashland Avenue, memorializing the street to "Geneva Scott Boulevard".

Re-Referred --REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY DEPAUL UNIVERSITY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 3, 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 *Re-refer* to the Committee on Finance a proposed ordinance authorizing DePaul University to use a seventy person special police unit for its Lincoln Park and Chicago Loop campuses for the year 1998. This ordinance was

mistakenly referred to the committee on November 12, 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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 Finance* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17, ARTICLE 10A-1.7 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY CREATION OF NEW SD-7A CENTRAL LAKEVIEW SPECIAL DISTRICT.

The Committee on Zoning submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206 and 12218.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12121, 12212 and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "No" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 Chicago Zoning Ordinance be amended by creating a new SD-7A Central Lakeview Special District which supplements the R4 General Residence District symbols and indications as shown on Map Number 7-G in area bounded by:

West Wellington Avenue; the alley next west of and parallel to North Halsted Street; the alley next north of and parallel to West Diversey Parkway or the line thereof if extended where no alley exists; the easterly right-of-way line of the Chicago Transit Authority elevated structure; West Oakdale Avenue; the westerly right-of-way line of the Chicago Transit Authority elevated structure; a line 48 feet south of and parallel to West Wellington Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next south of and parallel to West Wellington Avenue; a line 103 feet west of and parallel to North Mildred Avenue; West Oakdale Avenue; and North Mildred Avenue.

SECTION 2. That the Chicago Zoning Ordinance be amended in Article 10A-1 by adding the following language:

10A-1.7A. SD-7A Central Lakeview Special District is hereby created as a new district in addition to the existing SD-7, Central Lakeview Special District. The criteria, standards and regulations for the SD-7A district shall be the same as those of the existing SD-7, Central Lakeview Special District..

SECTION 3. Section 10A-1.7 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the language in brackets and

adding the language in italics as follows:

10A-1.7 Central Lakeview Special Districts.

10A-1.7-1. Preamble. The SD-7 *and SD-7A* Central Lakeview Special Districts [is] *are* intended to conserve the existing low-density residential character of Central Lakeview neighborhood. The existing pattern of development is single-family, two-family and three-family dwellings within two- and three- story structures. The SD-7 *and SD-7A* Districts seek[s] to maintain the neighborhood's existing scale and to limit construction of taller four- and five- story buildings. In addition, the Districts regulations seek to maintain the street-front orientation of existing homes by requiring this orientation for new construction and to preserve private open spaces by requiring slightly larger rear yards.

10A-1.7-2. Height Limits Central Lakeview Special Districts. New residential construction shall not exceed 36 feet in height as defined in section 3.2 of this ordinance. Chimney, heating and cooling equipment, parapets or similar structures shall not be measured as part of the building height. Stairway enclosures shall also be exempt provided such enclosures are setback a minimum of 20 feet from the front building line, at least five feet from any side building line, and do not exceed 100 square feet in area.

10A-1.7-3. Building Orientation -- Central Lakeview Special Districts. All new residential construction in the Districts shall have a principal entrance or the design of a principal entrance oriented toward the public street. Such orientation or apparent orientation shall be evidenced by a principal doorway (excluding garage doors), front yard or front porch. All parking shall be located and accessed off the alley except where the zoning lot lacks alley access and an exception or variance is granted.

10A-1.7-4. Minimum Rear Yard-Central Lakeview Special Districts. The rear yard shall be a minimum of 30 percent of the lot depth or 30 feet whichever is greater. However, the following accessory structures may be permitted obstructions within required rear yards: parking, open terraces or patios no more than four feet above grade, accessory sheds and tool rooms, and other accessory structures as permitted by Section 5.7-5. Attached garages shall comply with the setback requirements.

10A-1.7-5. Underlying Zoning Requirements. Except as provided by [this] *these* Special Districts, all other regulations of the underlying R4 General Residence District shall apply. Any pre-existing non-conforming building, structure or use shall have the rights and privileges authorized by Article 6 of the Chicago Zoning Ordinance.

10A-1.7-6. Exceptions. In addition to the exceptions authorized by Section 11.7A-1, the Zoning Administrator is hereby authorized to consider and decide

requests for exceptions from the requirements of the Special Districts in the following instances:

(1) to permit an increase of up to 10% in the building height;

(2) to permit exceptions from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions;

(3) to permit reductions of rear yard requirements consistent with Section 11.7A-3 of the Chicago Zoning Ordinance.

The Zoning Administrator shall make findings of fact that the granting of the exception will not be detrimental to the public welfare nor injurious to other property or improvements in the Special Districts.

10A-1.7-7. Variations. In addition to the variations authorized by Section 11.7-4, the Zoning Board of Appeals is hereby authorized to consider and grant variations from the requirements of [this] *these* Special Districts in the following instances:

(1) to permit an increase of up to 10% in the building height;

(2) to permit exceptions from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions;

(3) to permit reductions of rear yard requirements consistent with Section 11.7-4 of the Chicago Zoning Ordinance.

Variations shall be granted only in accordance with the standards set forth in section 11.7-3.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF AREA SHOWN ON
MAP NUMBER 1-E.
(As Amended)
(Application Number 12204)

The Committee on Zoning submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206 and 12218.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12121, 12212 and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "No" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 43.

Nays -- Alderman M. Smith -- 1.

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:

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 124, C3-6 Commercial-Manufacturing District, B6-7 Restricted Central Business District, and B7-6 General Central Business District symbols and indications as shown on Map Number 1-E in area bounded by:

East Ohio Street; North Michigan Avenue; the alley next north of and parallel to East Illinois Street, a line 60.0 feet east of North Rush Street; East Illinois Street; North Wabash Avenue; East Grand Avenue; North State Street; East Ohio Street; a line 100.0 feet east of and parallel to North State Street; the alley next south of and parallel to East Ohio Street; and North Wabash Avenue,

to the designation of Business Planned Development Number 124, 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.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number 124, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Business Planned Development Number 124, as amended, consists of approximately two hundred fifty-one thousand three hundred eighteen and nine-tenths (251,318.9) square feet five and seventy-seven one-hundredths (5.77) acres and is owned or controlled by the Applicant, RN Land Development Company, L.L.C.

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 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 shall be under single ownership or under single designated control at the time 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 the owners of the Property and any ground lessors.

4. This Plan of Development consists of these fourteen (14) Statements; a Bulk

Regulations and Data Table; an Existing Zoning Map; and Existing Land-Use Map; a Boundary and Property Line Map; Sub-Area Boundary Map; Right-of-Way Adjustment Map; a District-Wide Site/Landscape Plans and Specific Building Elevations, as follows (all dated December 1, 1997):

BLOCK 119: A. Site/Landscape Plan; B. State Street Elevation; C. Grand Avenue Elevation; D. Wabash Avenue Elevation; E. Ohio Street Elevation. BLOCK 120: A. Site/Landscape Plan; B. Ohio Street Elevation; C. Rush Street Elevation; D. Grand Avenue Elevation; E. Wabash Avenue Elevation. BLOCK 121: A. Site/Landscape Plan; B. East and North Elevation; C. Rush Street Elevation and Plan. BLOCK 124: A. Site/Landscape Plan; B. Grand Avenue Elevation; C. Wabash Avenue Elevation; D. Illinois Avenue Elevation; E. Rush Street Elevation. BLOCK 125: A. Rush Street Floor/Landscape Plan; B. First Floor Plan (Michigan Avenue Level); C. East Elevation; D. North Elevation; E. West Elevation; F. South Elevation; G. Reflected Ceiling Plan at Rush Street.

Full size sets of the Site/Landscape Plans and the Building Plans and 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 apply.

5. The following uses shall be permitted within the area delineated herein as "Business Planned Development Number 124, as amended":

Block 119:	hotel, retail, office, accessory and non-accessory parking and related uses;
Block 120:	hotel, retail, office, entertainment establishment (excluding adult uses and pool halls), accessory and non-accessory parking, and related uses;
Block 121:	hotel, retail, offices and related uses;
Block 124:	retail, office, accessory and non-accessory parking and related uses;
Block 125:	hotel, retail, office, accessory and non-accessory parking and related uses (except Block 125 Sub-Area I and II);
Block 125 Sub-Area I and II:	stairs, escalators, pedestrian circulation, restrooms, seating, art and performances.

Interim parking shall be allowed on the Property in accordance with the Applicant's parking plan subject to the review and approval of the Department of Planning and Development. Block 125 Sub-Area I will be open at all times to the public for passage from Michigan Avenue to lower Grand Avenue except during periodic cleaning and maintenance of the building.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development. Signage shall be in general conformance with the signage plan submitted to the Department of Planning and Development dated December 1, 1997.

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. Upon completion of the proposed improvements on Block 124, then there shall be no loading areas, taxi stands or drop-offs along the southern curb lane of Grand Avenue between Rush Street and State Street unless reviewed and approved by the Department of Transportation. All changes to curblines and lane widths, as well as the design and location of ingress and egress to the sites shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation, Bureau of Traffic. Since entry to the Grand Avenue loading docks on Block 120 require vehicles to back-up against traffic, loading of semi-trucks in excess of forty-five (45) feet shall not occur at these docks between the hours of 7:00 A.M. to 6:00 P.M. Monday through Friday, except during the initial move-in period after completion of the building. The Applicant agrees that in the event that a parking structure is not constructed upon Block 116 and parking for an additional five-hundred (500) vehicles is not created within four (4) blocks surrounding the Property, then the Applicant shall convert the parking on site or in facilities located in the four (4) block area to a valet parking operation thereby providing a minimum of three hundred (300) additional spaces. The Applicant agrees to pay for the costs of a mutually agreed-upon design of the lower level Michigan Avenue pedestrian walkways at Grand Avenue. The Applicant and the City shall share equally the costs of the construction of such improvements. Maintenance of such lower level Michigan Avenue improvements shall be the responsibility of the City. Improvements on Block 125 shall be designed, installed and maintained in conformance with the decision of the

Chicago Commission on Landmarks (C.C.L.) and guidelines set forth in correspondence, dated December 1, 1997, from the C.C.L., to the Commissioner of the Department of Planning and Development. A permanent easement will be established to allow public access to the Block 119 arcade on State Street.

8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this Planned Development, the height of any improvement shall also 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 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. All streetscape improvements on a block within the Property shall be installed prior to the time that the first Certificate of Occupancy is issued for a use within such block. The Applicant shall design, install and maintain ornamental/sculptural streetscape improvements in the public way on both sides of Ohio Street between Wabash Avenue and Rush Street. The plans for these streetscape improvements shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.

11. The Applicant acknowledges that this Business Planned Development is located within an area of the City which is currently very congested and where other major new retail, entertainment, hotel and residential development is proposed to be built in the near future. This area includes the development known as River East (R.P.B.D. Number 368) and Navy Pier (I.P.D. Number 527), and is described in a recent traffic study prepared for the City by Barton-Aschman Associates as the "River East Corridor". The Barton-Aschman study (entitled "River East Area Traffic and Parking Operation Review dated November 1997") concludes that a comprehensive parking and transit management plan is needed for the entire study area which includes, at a minimum, establishment of regular shuttle service to transit stations and remote parking lots. An appendix to the study contains a rough annual operating cost estimate for such shuttle service. Establishment of such shuttle service and other systematic transportation improvements cannot be accomplished by a single developer, property owner or agency. Accordingly:

(A) Creation Of T.M.A.; Goals. The Applicant agrees to establish, within ninety (90) days of the effective date of this Planned Development amendment, a public/private Transportation Management Association (or "T.M.A.") to provide

needed transportation improvements within the River East Corridor. These improvements shall include, but are not limited to, the establishment of a regular, permanent shuttle service as described in the aforementioned Barton-Aschman study. A desired goal of the T.M.A. shall be to begin operation of such a regular, permanent shuttle service by the scheduled opening date of major new development of Block 120 within this Business Planned Development.

(B) Organizational Structure; Funding. The board of directors of the T.M.A. shall include representatives of this Business Planned Development, the River East Planned Development (R.B.P.D. Number 368), Navy Pier (I.P.D. Number 527), the Chicago Department of Transportation, the Chicago Department of Planning and Development and the Chicago Transit Authority. Costs of creating the T.M.A. and carrying out its mission which cannot be met through government funding sources or user fees shall be borne on a pro rata basis by developers and property owners within the Corridor according to some reasonable measure of traffic impact. The Applicant will submit to the D.P.D. within ninety (90) days of the effective date of this Business Plan Development a plan outlining the various costs and funding structures for carrying out the purposes of the T.M.A.

(C) Condition Of "Part II" Development Approval. Submittal of the funding plan described in Statement 11(B) above shall be a condition of "Part II" approval of any new development within Block 120 of this Business Planned Development. Further, if shuttle operations have not commenced pursuant to the funding plan within eighteen (18) months of the issuance of a full building permit for any new development within Block 120, then the Applicant shall pay its proportionate share under said funding plan to the T.M.A. or perform alternative traffic mitigation measures which are mutually acceptable to the Applicant, the Chicago Department of Transportation and the Department of Planning and Development.

(D) Annual Reporting. The Applicant shall be responsible for submitting an annual report of the T.M.A. to the Chicago Department of Transportation and the Department of Planning and Development describing the progress made in achieving the goals of the T.M.A.. The annual reports shall be submitted no later than the first anniversary of the effective date of this Business Planned Development and for nine (9) successive years thereafter.

12. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development

and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(C) of the Chicago Zoning Ordinance.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

14. The Property is intended to be developed in phases in accordance with the following schedule:

I. Block 119, Block 120 and Block 121: Within three (3) years of the effective date of this Planned Development, substantial construction must be commenced and diligently pursued. The parking structure contemplated for Block 119 shall be operational prior to the time that a Certificate of Occupancy is issued for the entertainment establishment located on Block 120. Unless such substantial construction has commenced within three (3) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire as to Block 119 and Block 120. If the Planned Development expires under the provisions of this section, then the zoning of Block 119 and Block 120 shall automatically revert to the pre-existing B7-6 General Central Business District and Business Planned Development Number 124 zoning classifications.

II. Block 124 and Block 125: Unless substantial construction has commenced within three (3) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire as to Block 124 and Block 125. If the Planned Development expires under the provisions of this section then the zoning of Block 124 and Block 125 shall automatically revert to the pre-existing C3-6 Commercial Manufacturing District and B6-7 Restricted Central Business District zoning classifications.

[Existing Zoning Map; Existing Land-Use Map; Boundary and Property Line Map; Sub-Area Boundary Map; Right-of-Way Adjustment Map; Site/Landscape Plans; and Specific Building Elevation Drawing and Reflected Ceiling Plan referred to in these Plan of Development Statements printed on pages 59207 through 59236 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business Development Number 124, As Amended.

Bulk Regulations And Data Table.

Sub-Areas	Net Site Area Square Feet/Acres	Maximum Floor Area Ratio
A. Block 119	41,800/ 96 acres	6.0
B. Block 120	65.400/ 1.50 acres	12.6
C. Block 121	49,106.2/ 1.12 acres	19.5
D. Block 124	65,400/ 4.50 acres	6.0
E. Block	12529,612.7/ 68 acres	17.0

Gross Site Area:	414,542.9 square feet or 9.51 acres.
Net Site Area:	251,318.9 square feet or 5.77 acres.
Area of Right-of-Way:	163,224 square feet or 3.74 acres.

Maximum Floor Area Ratio Area: 10.50.

Minimum Accessory Off-Street Parking Spaces:

A. One space for each 10,000 square feet of retail area which is less than 280,000 square feet.

B. One space for each 5,000 square feet of retail area in excess of 280,000 square feet

C. One space per each 4 hotel rooms.

Minimum Off-Street Loading Berths:

Block 119:	Two at 10 feet by 25 feet
Block 120 and 121:	Two per Sub-Area at 10 feet by 50 feet
	Two per Sub-Area at 10 feet by 25 feet
Block 124:	Three at 10 feet by 50 feet
	One at 10 feet by 25 feet
Block 125:	Two at 10 feet by 50 feet
	Two at 10 feet by 25 feet

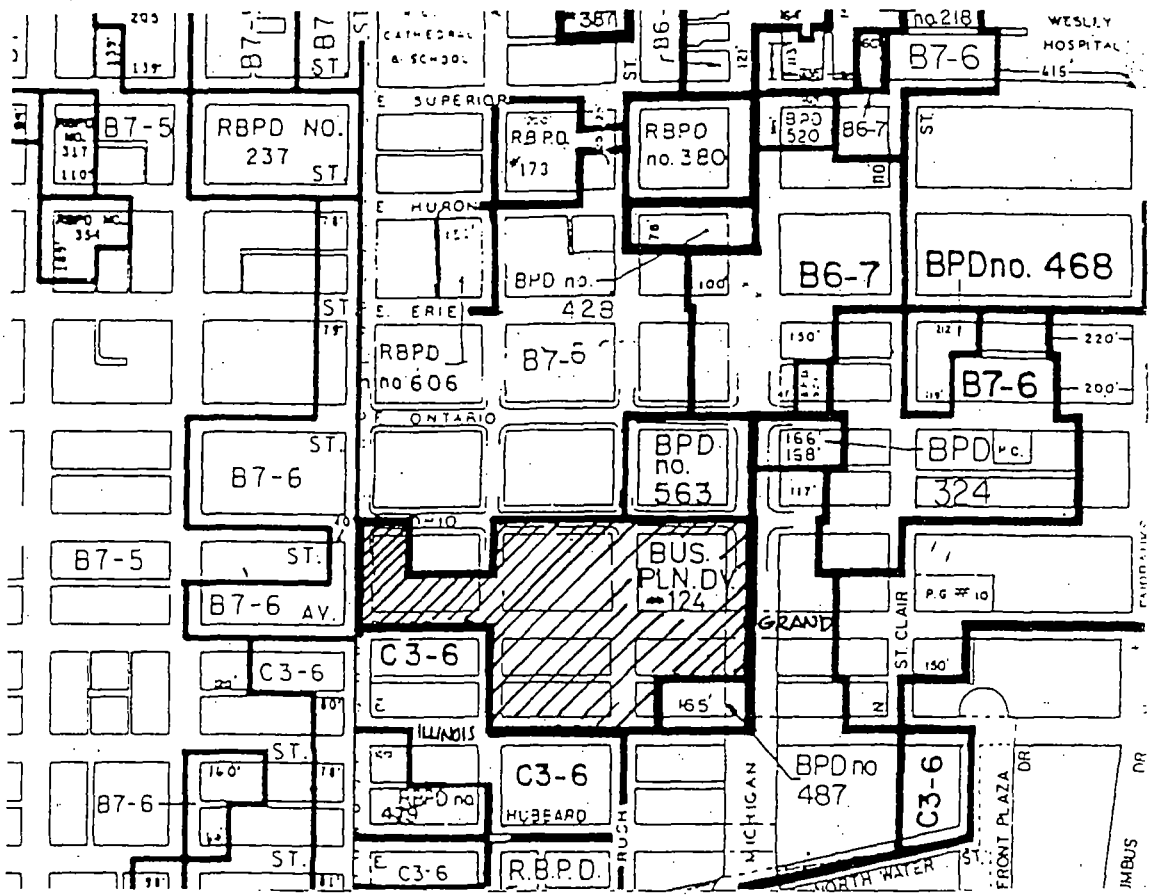
Applicant: RN Land Development Company, L.L.C.

Address: 512 -- 520, 530 -- 550 North Michigan Avenue; 02 -- 30, 37 -- 65, 38-66, 100 -- 120, 101 -- 121 East Grand Avenue; 500 -- 520, 501 -- 521, 530 -- 550, 531 -- 551 North Rush Street; 501--521, 530 -- 538, 531 -- 551 North Wabash Avenue; 531 -- 551 North State Street; 01 -- 09, 37 -- 65, 101 -- 121 East Ohio Street; 38 -- 66, 100 -- 108 East Illinois Street.

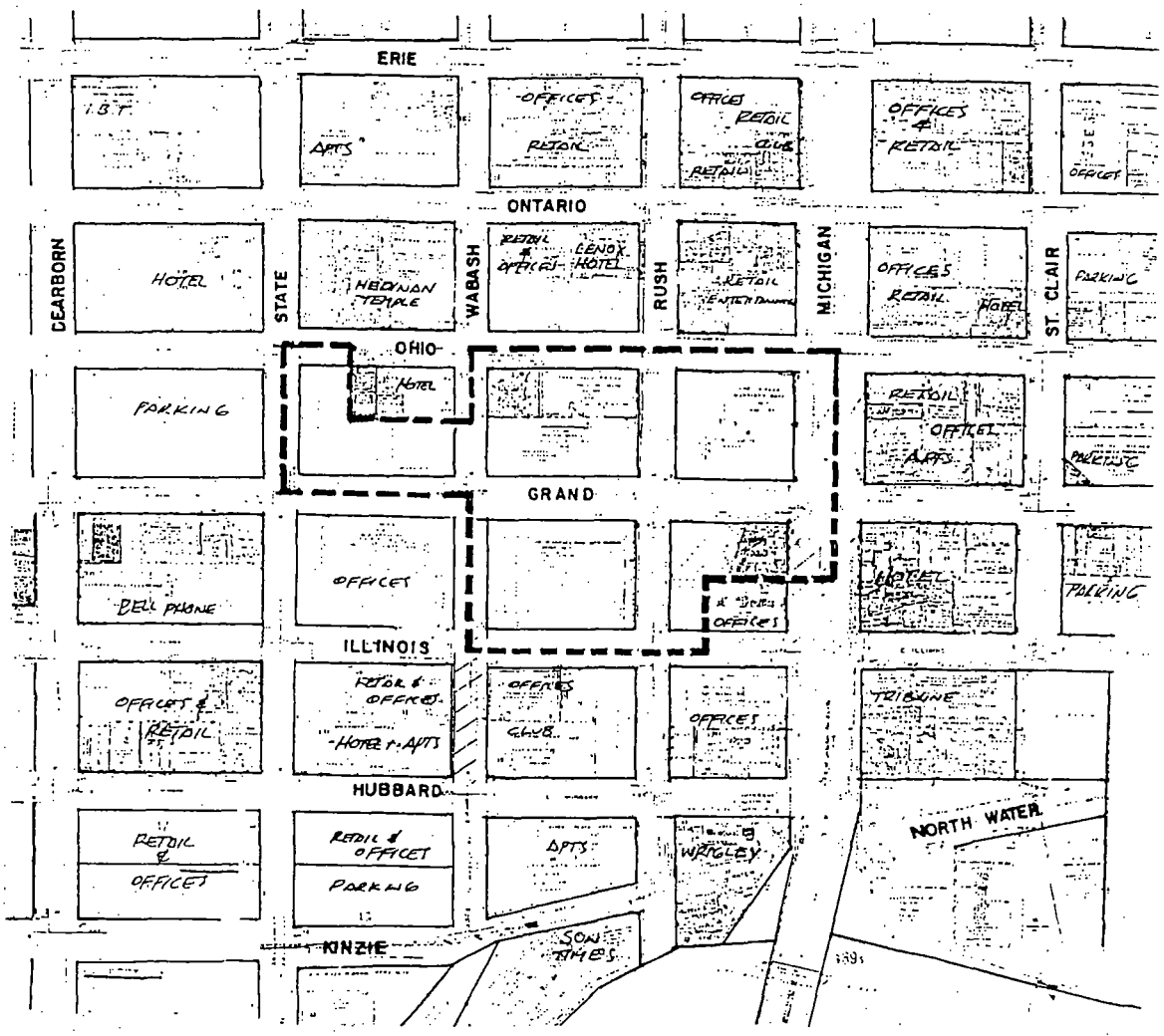
Date: September 30, 1997

Revised: December 1, 1997

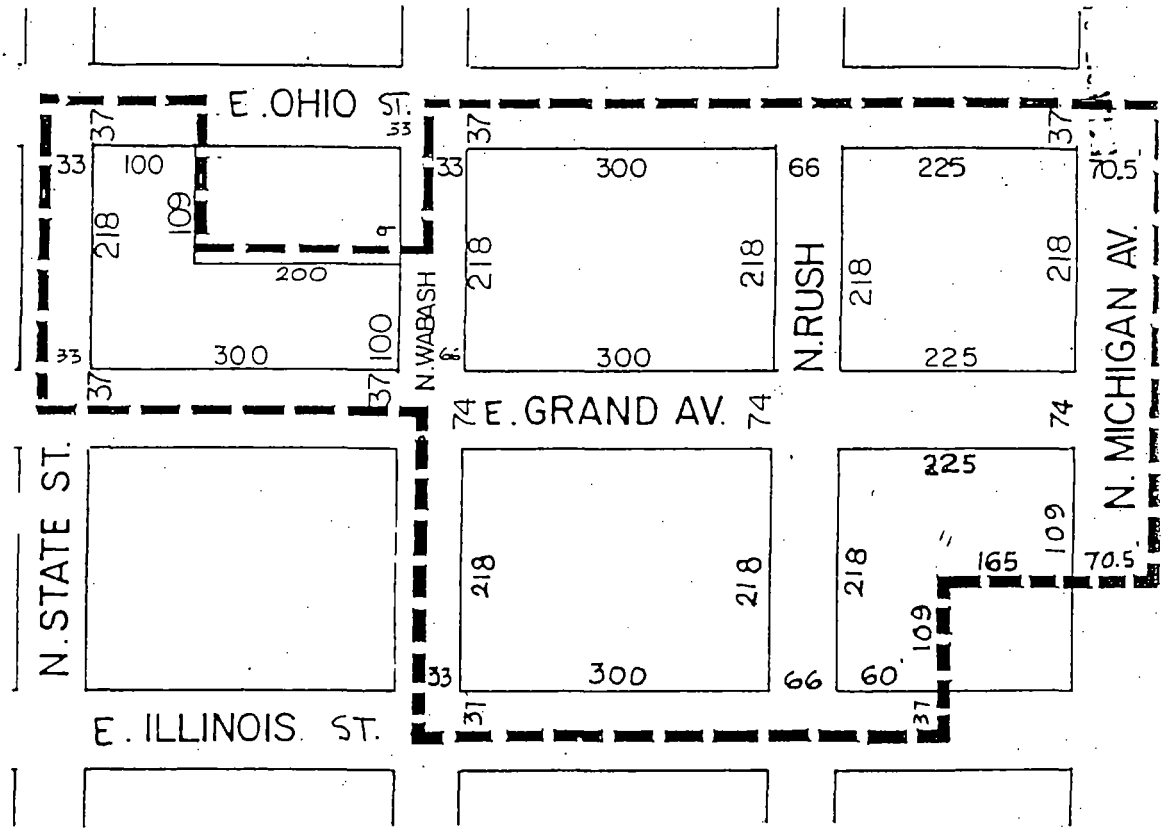
Existing Zoning Map.



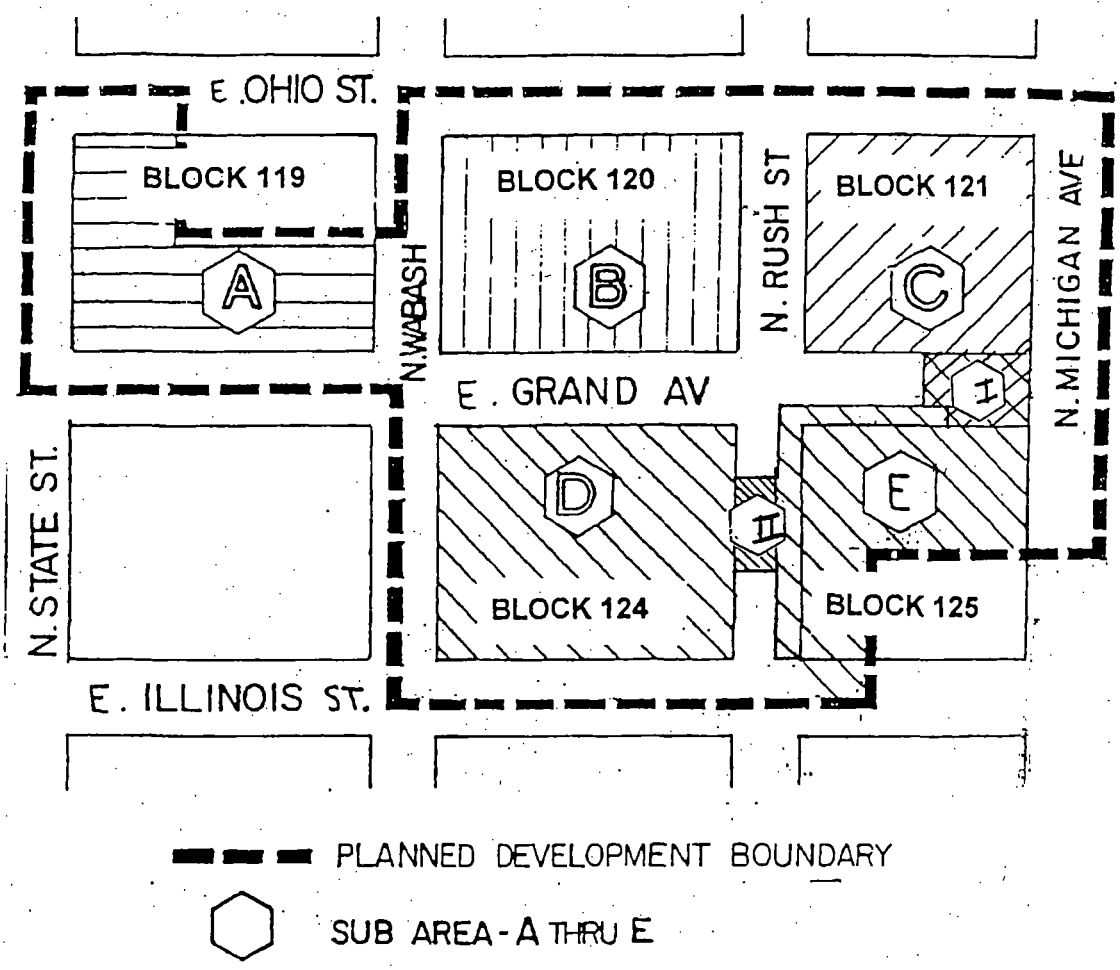
Existing Land-Use Map.



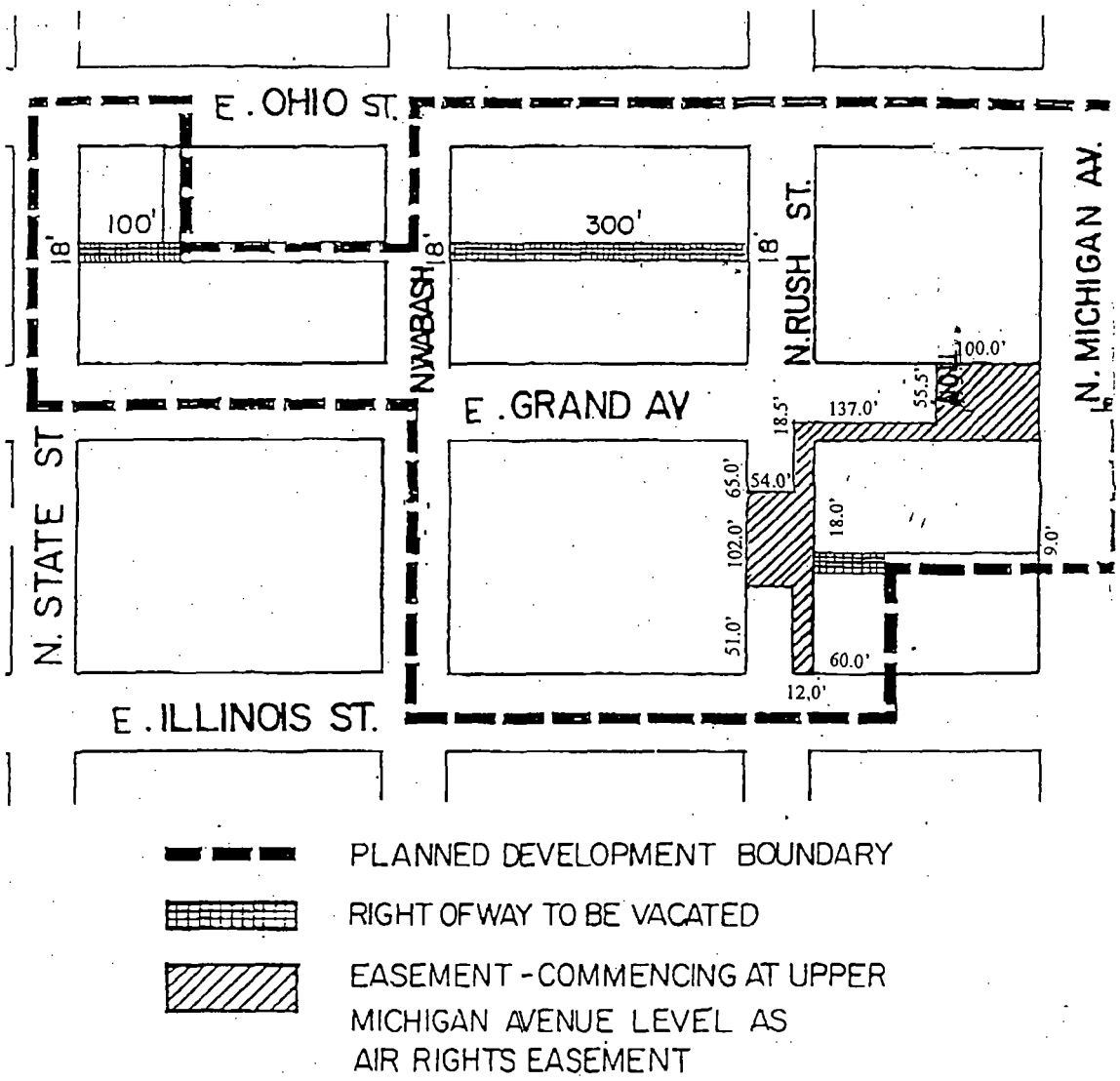
Boundary And Property Line Map.



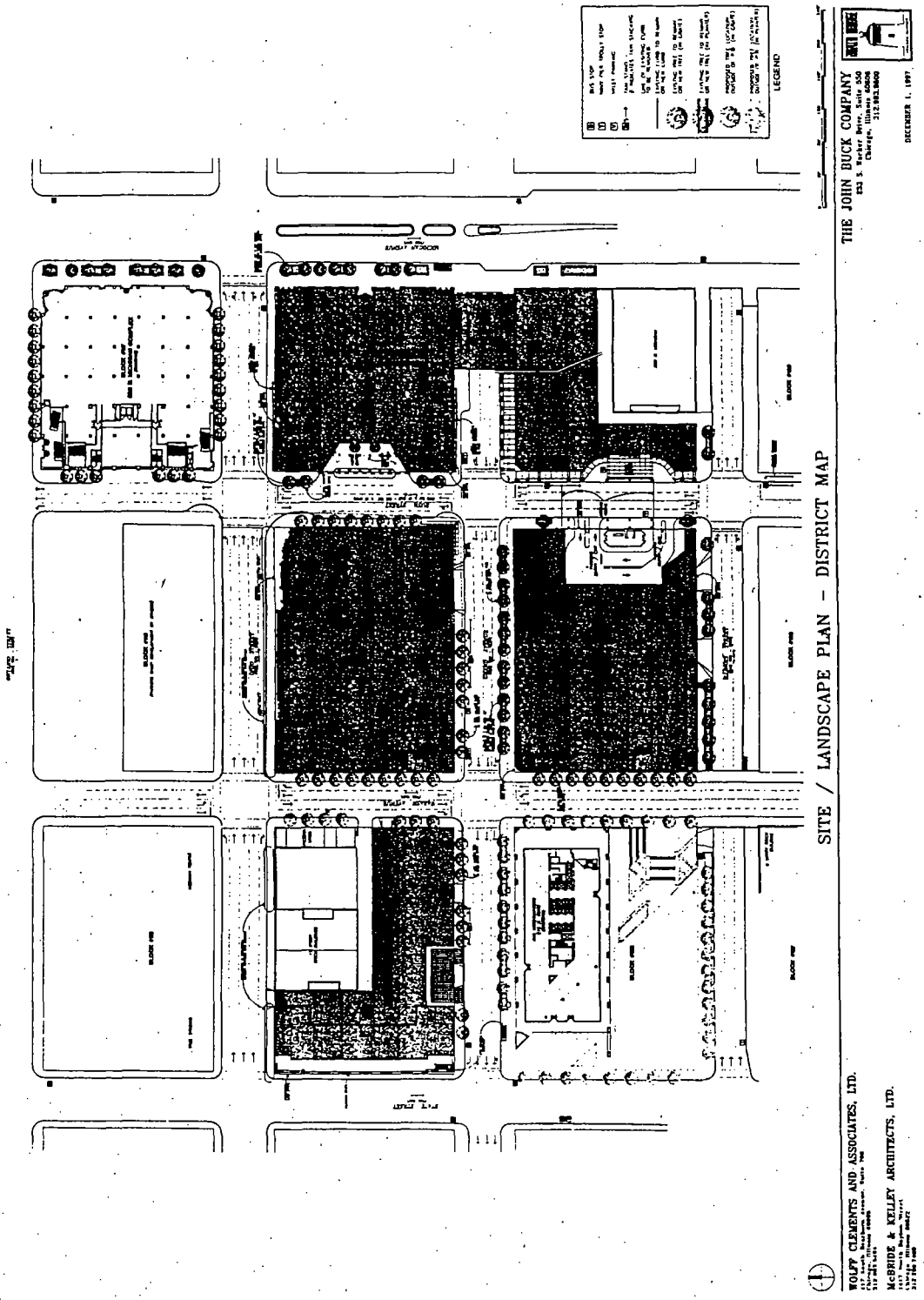
Sub-Area Boundary Map.



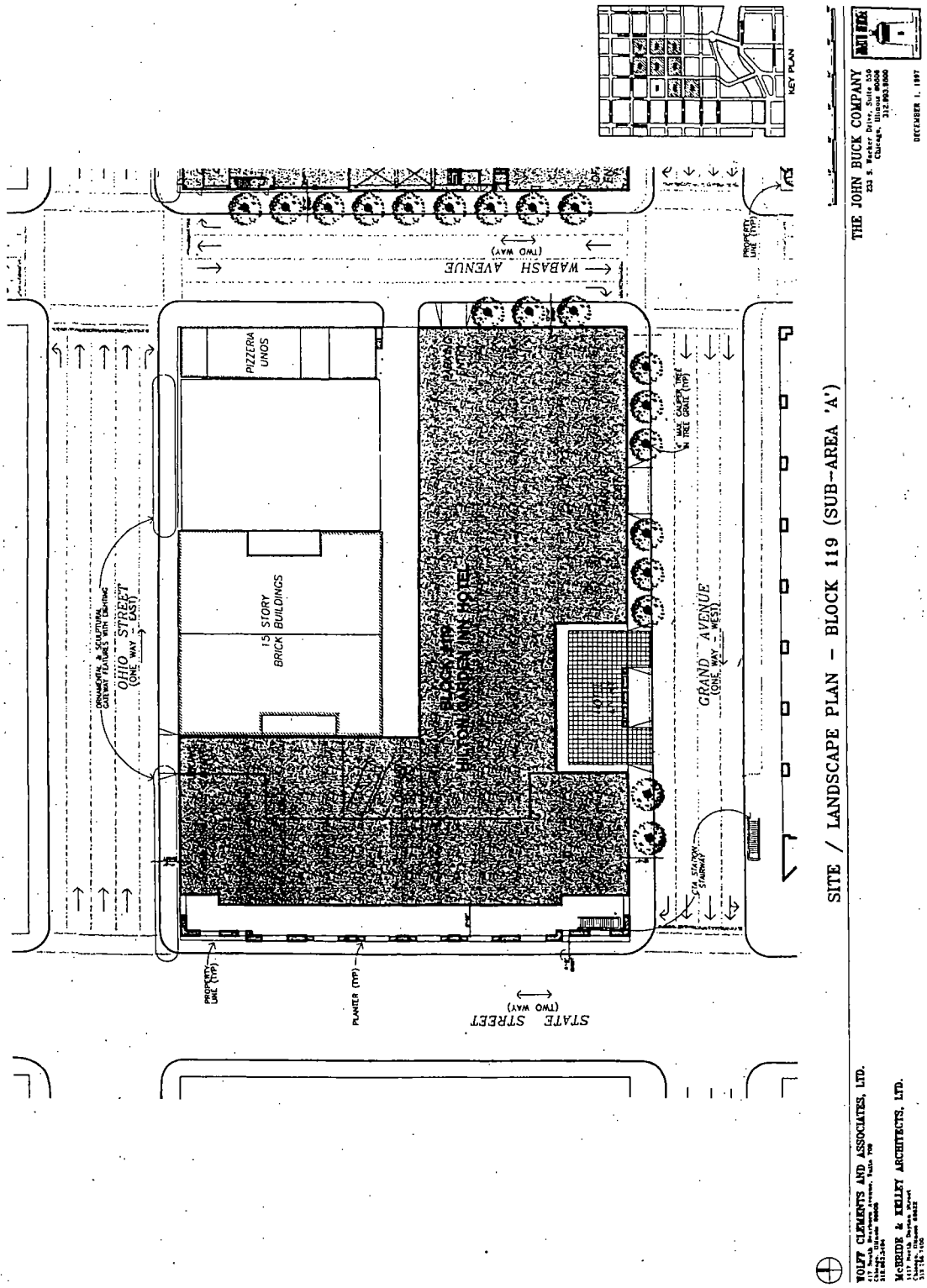
Right-Of-Way Adjustment Map.



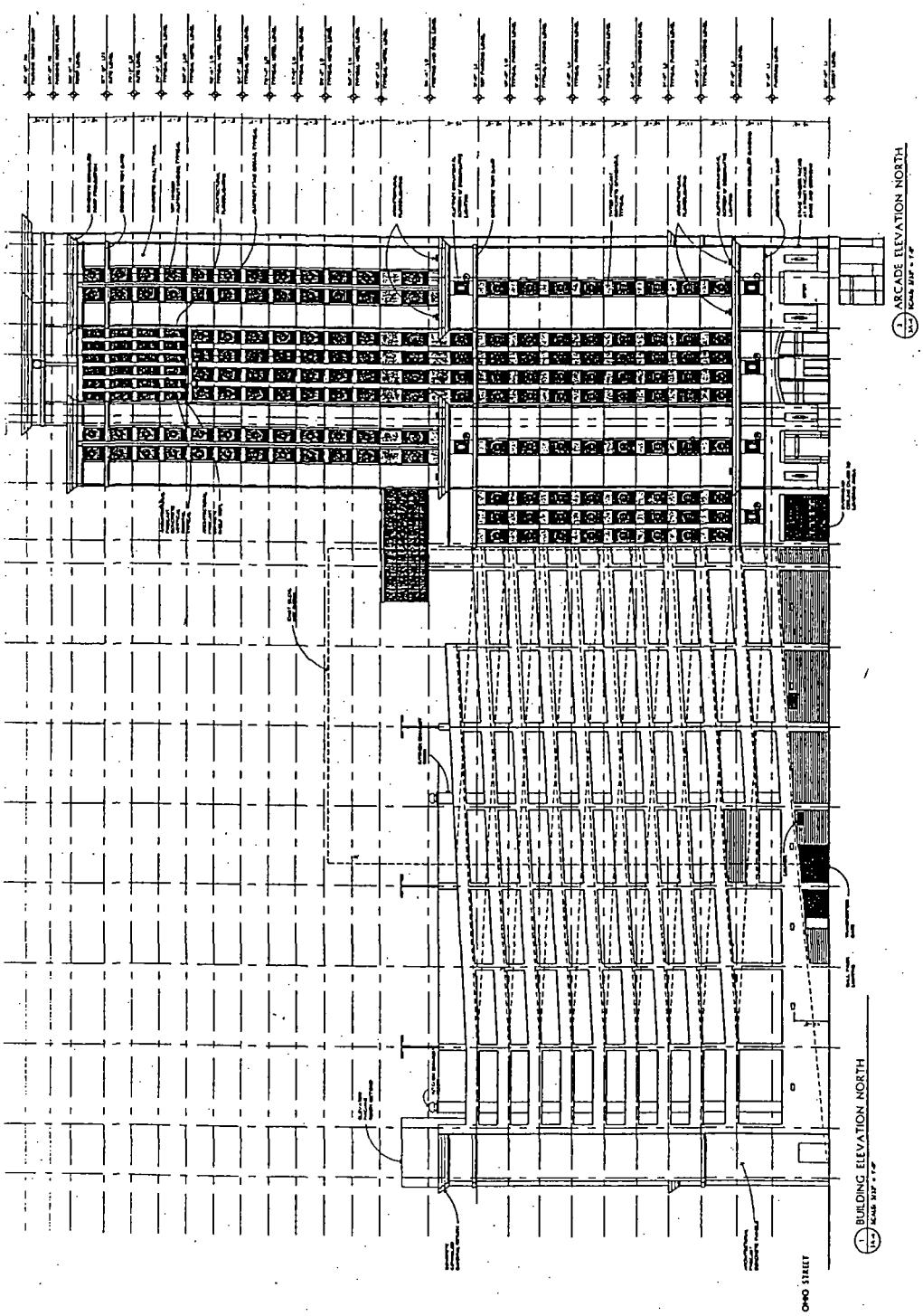
District Map.
Site/Landscape Plan.



Site/Landscape Plan.
Block 119 (Sub-Area A).

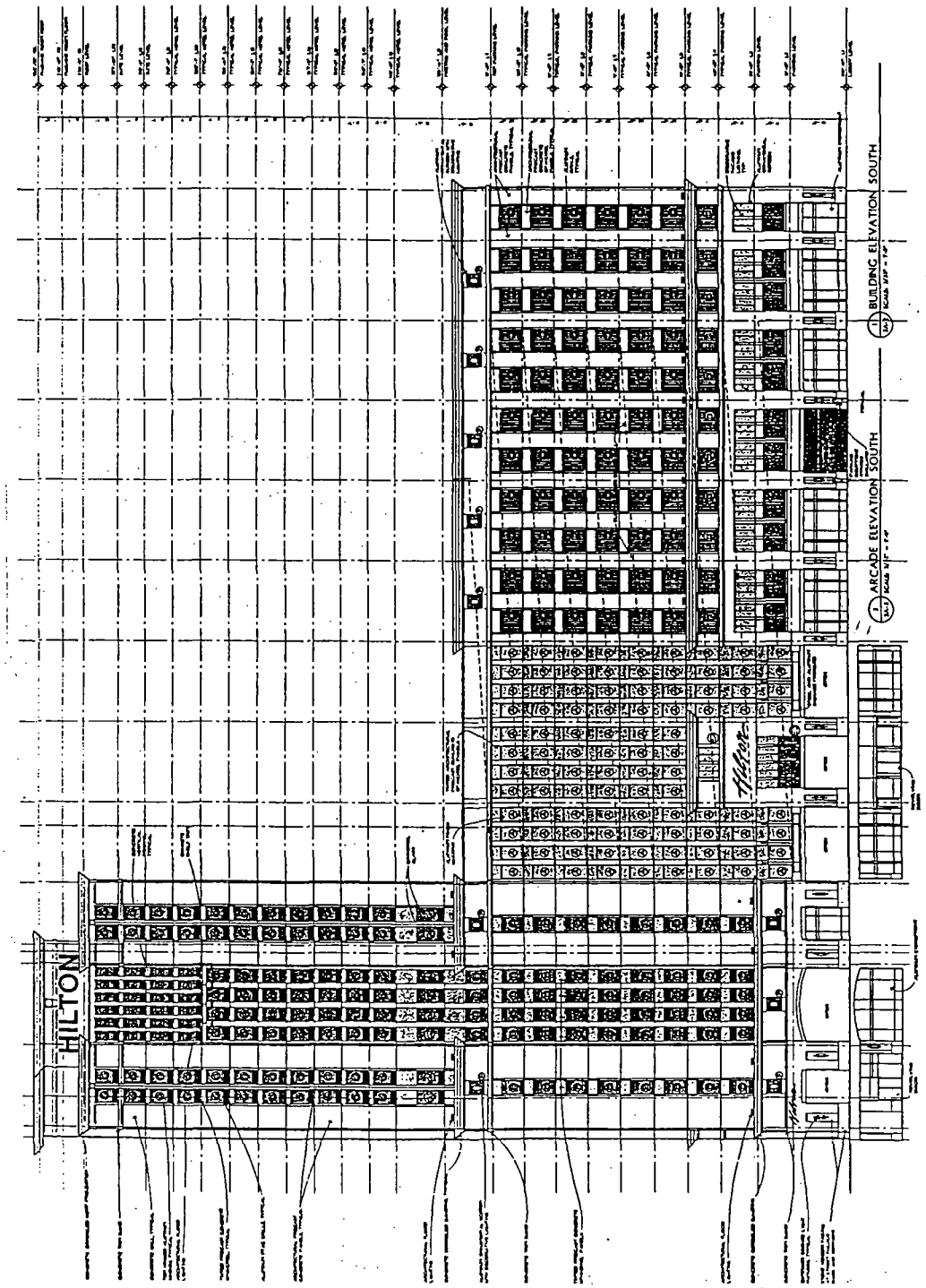


Building Elevation -- North.
Block 119/Ohio Street.



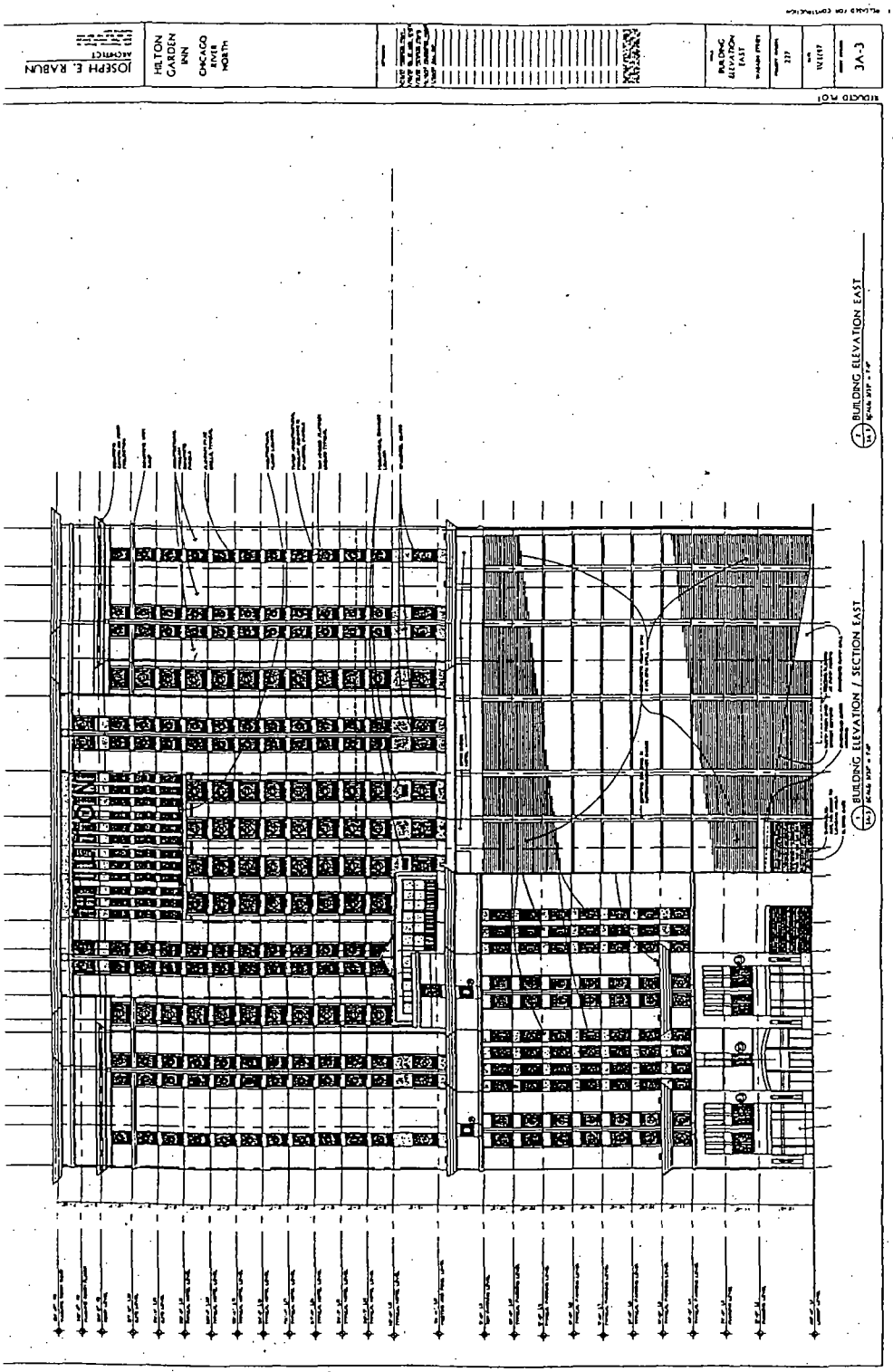
BLOCK 119, SUBAREA A
NORTH ELEVATION
OHIO STREET

Building Elevation -- South.
Block 119/Grand Avenue.

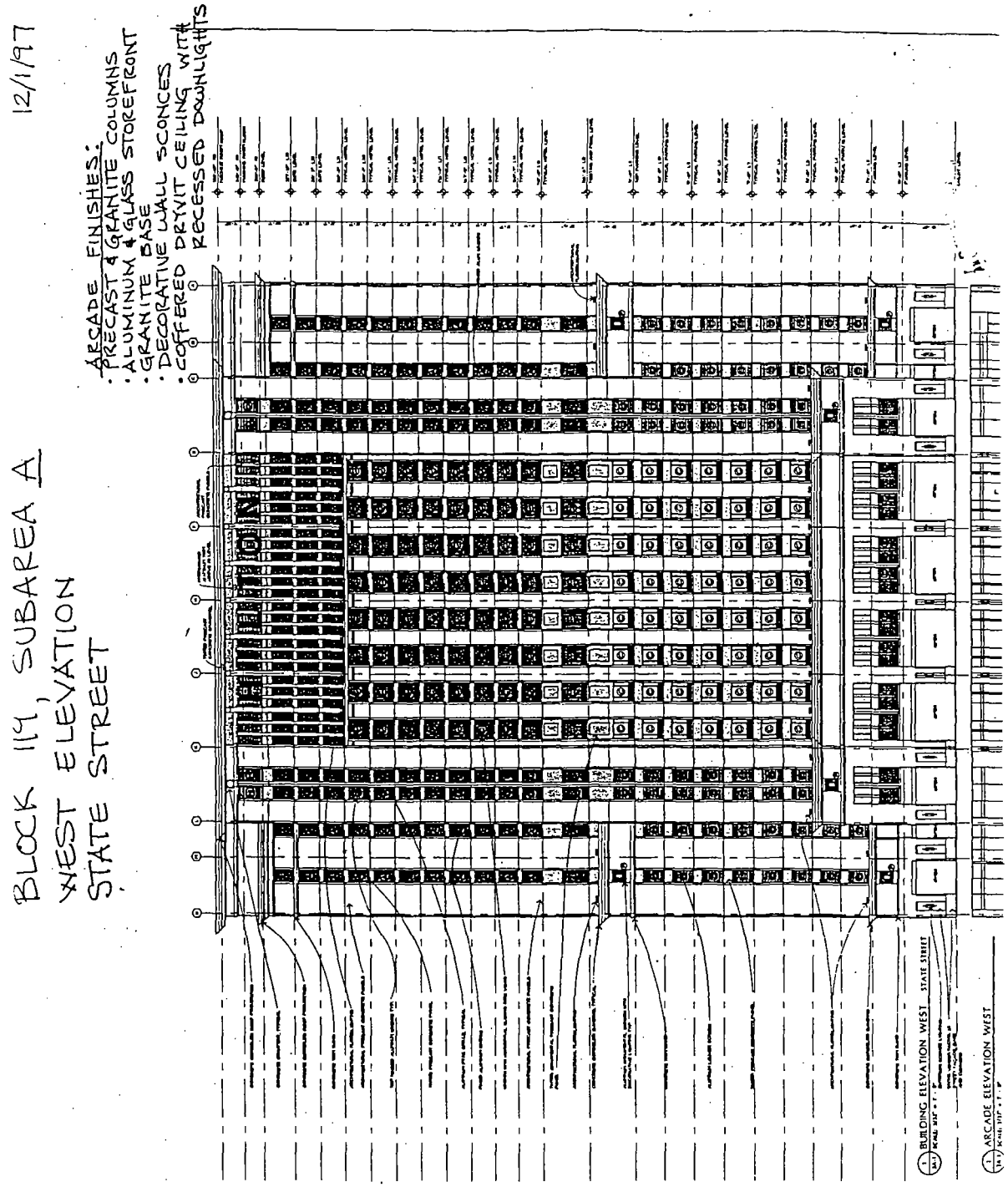


BLOCK 119 SUBAREA A
SOUTH ELEVATION

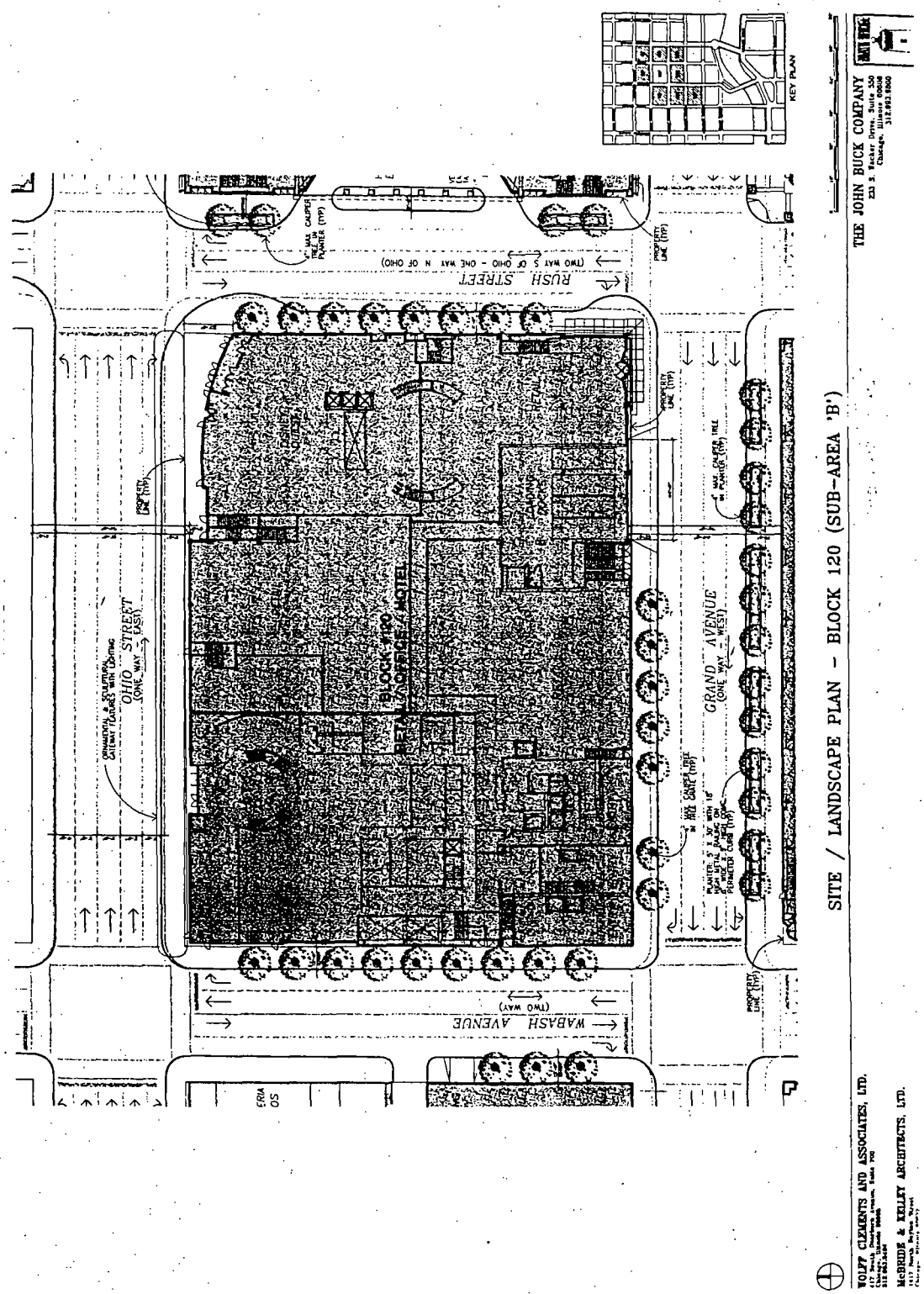
Building Elevation --East.
Block 119/Wabash Avenue.



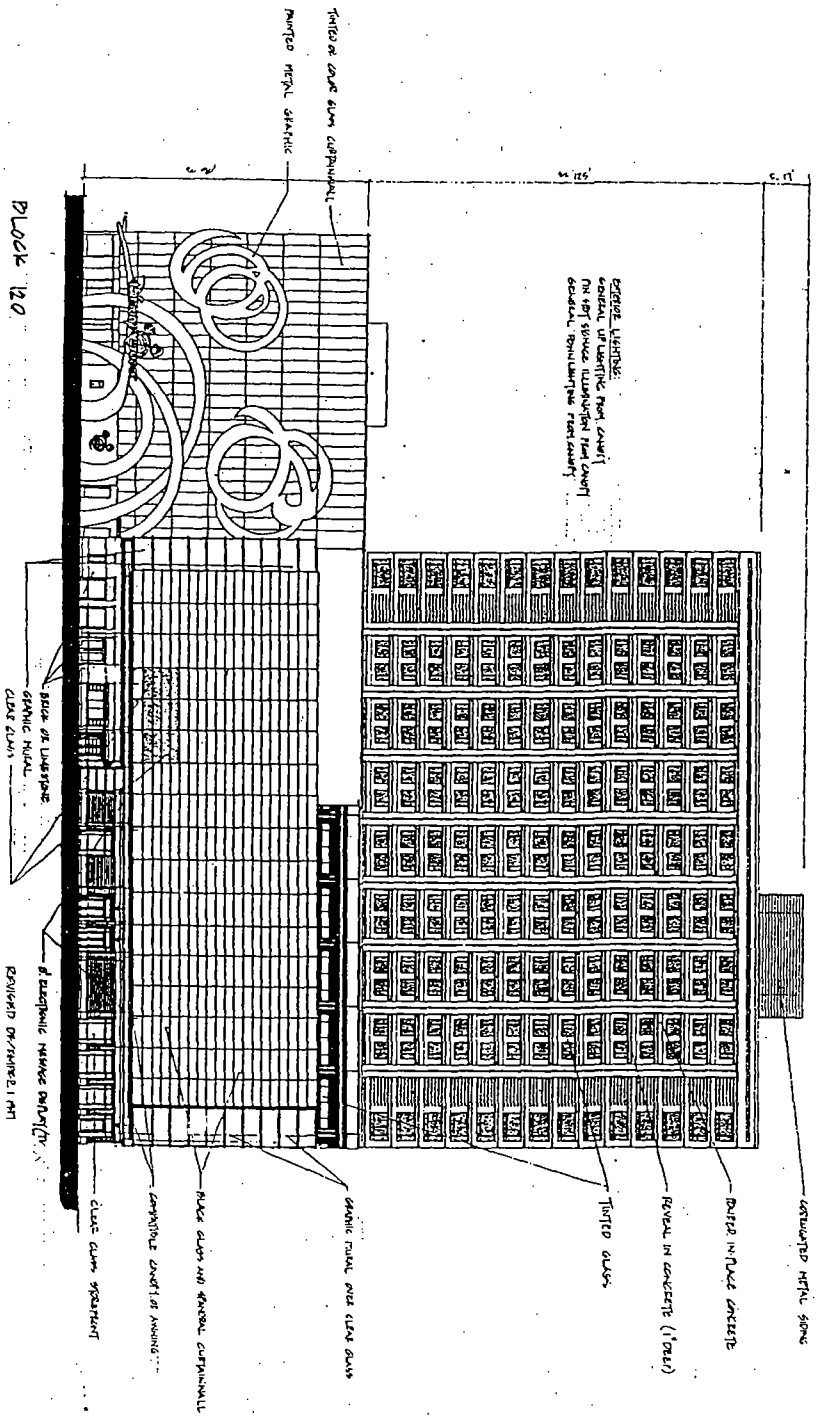
Building Elevation --West.
Block 119/State Street.



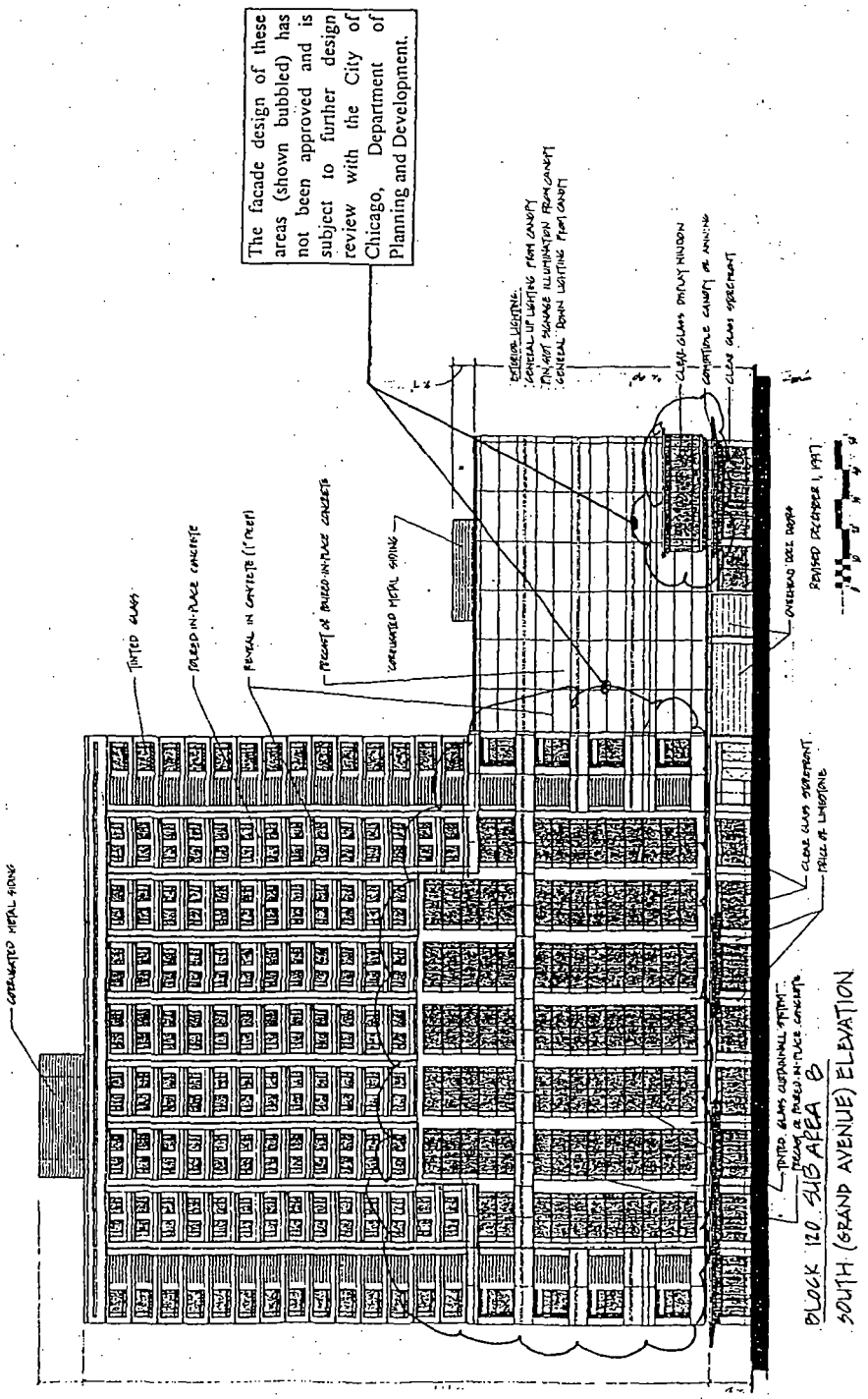
Site/Landscape Plan.
Block 120 (Sub-Area B).



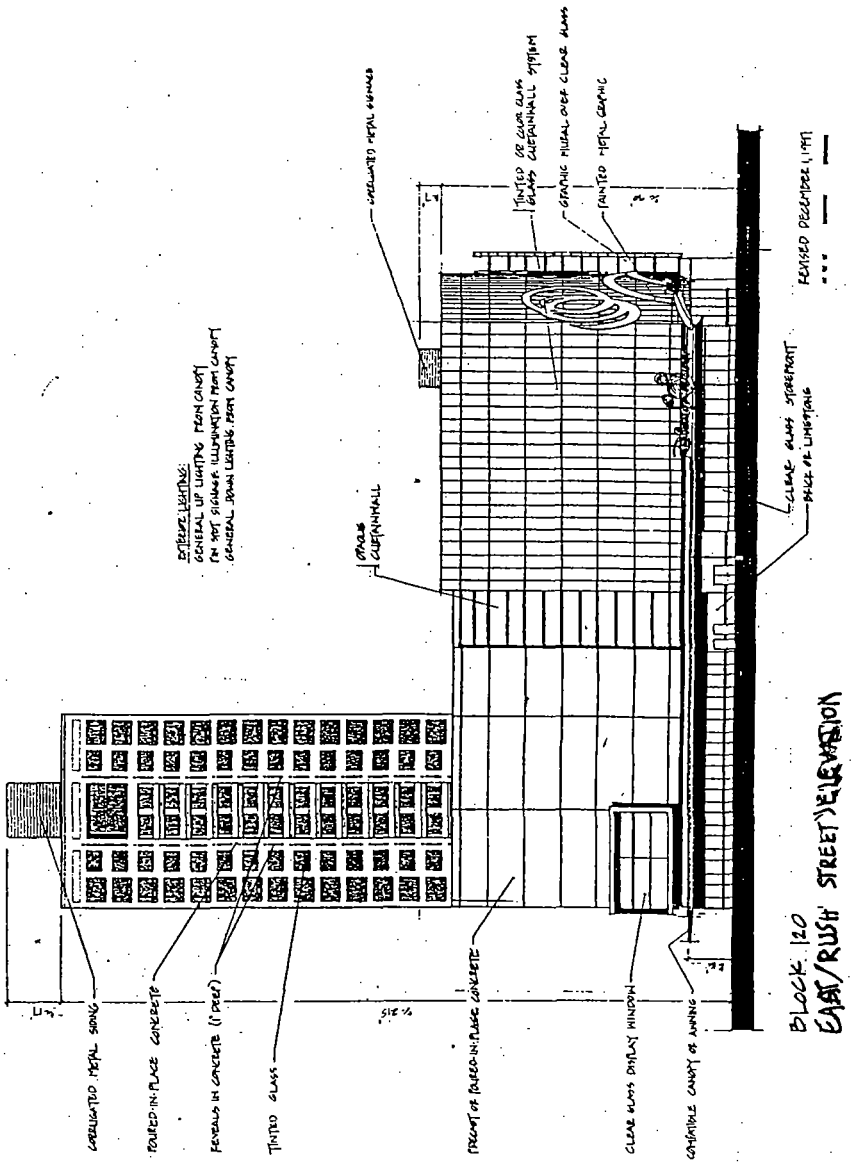
Building Elevation -- North.
Block 120/Ohio Street.



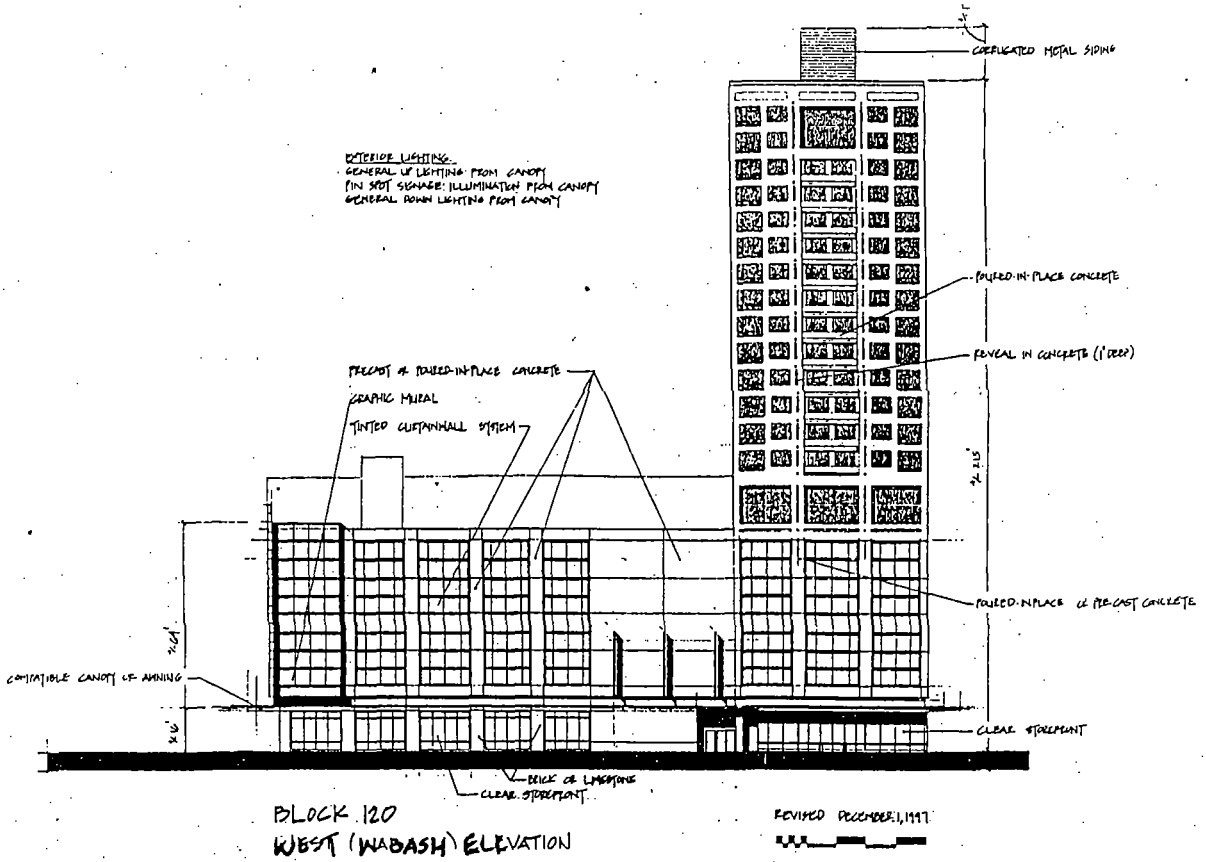
Building Elevation -- South.
Block 120/Grand Avenue.



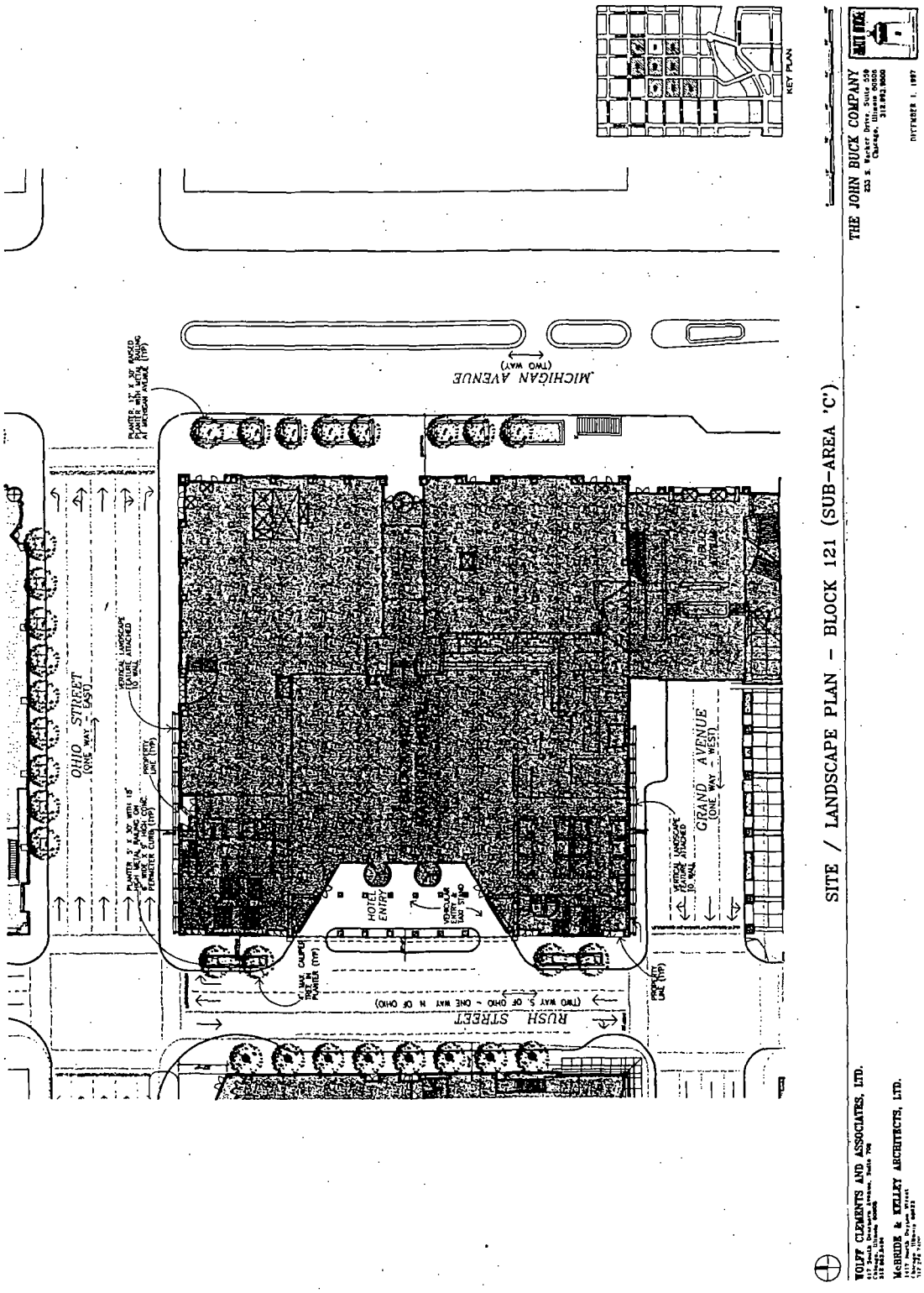
Building Elevation -- East.
Block 120/Rush Street.



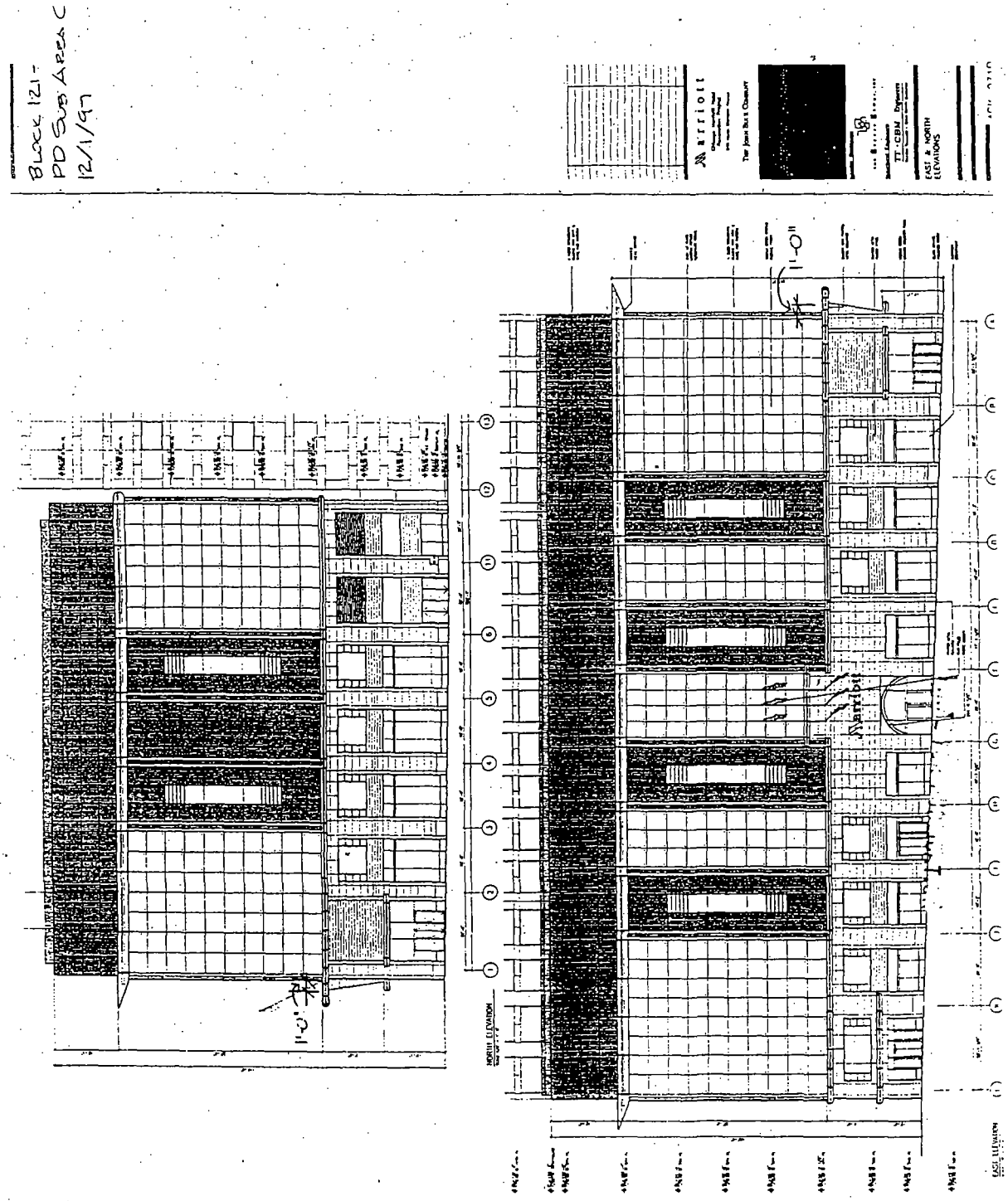
Building Elevation -- West.
Block 120/Wabash Avenue.



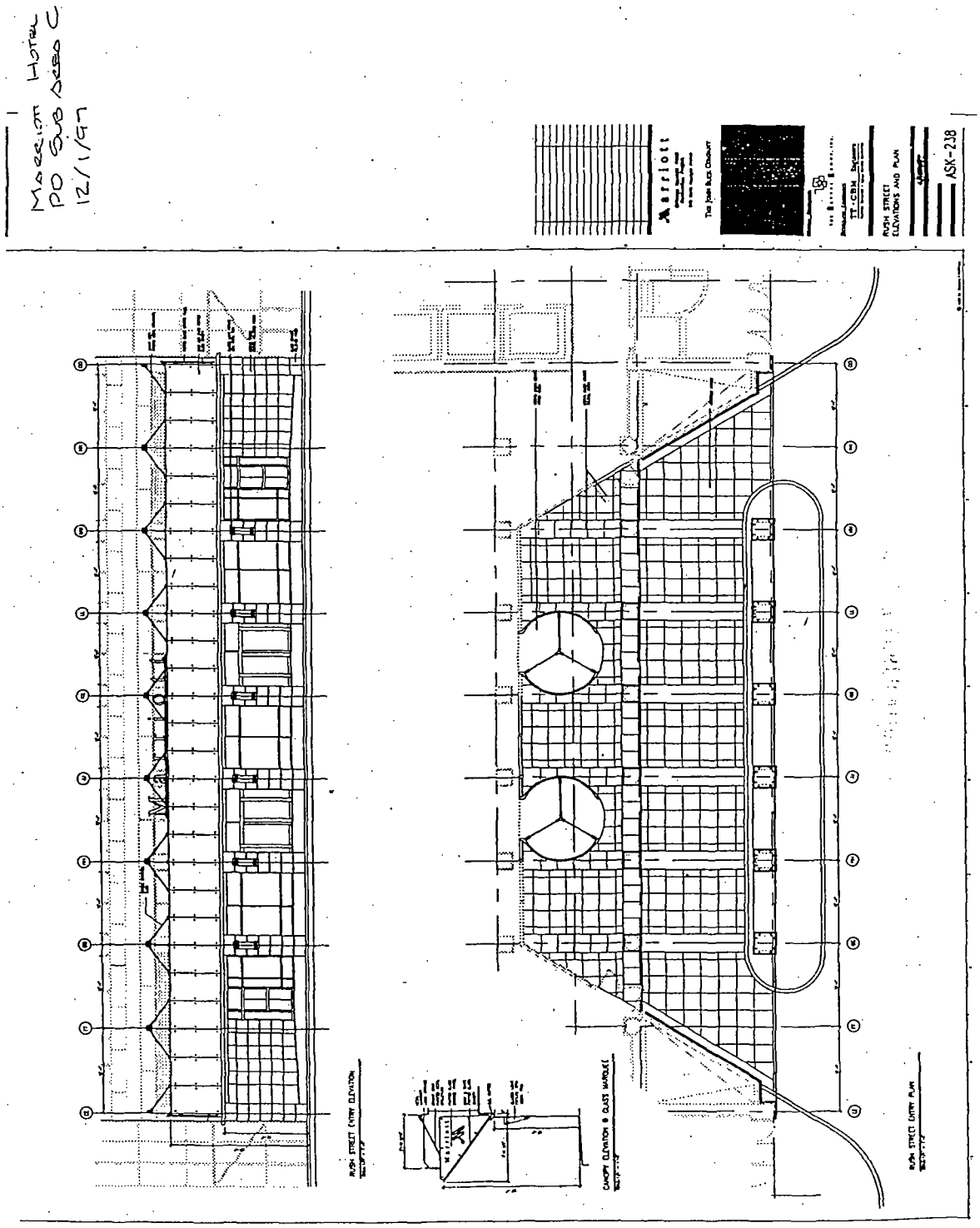
Site/Landscape Plan.
Block 121 (Sub-Area C).



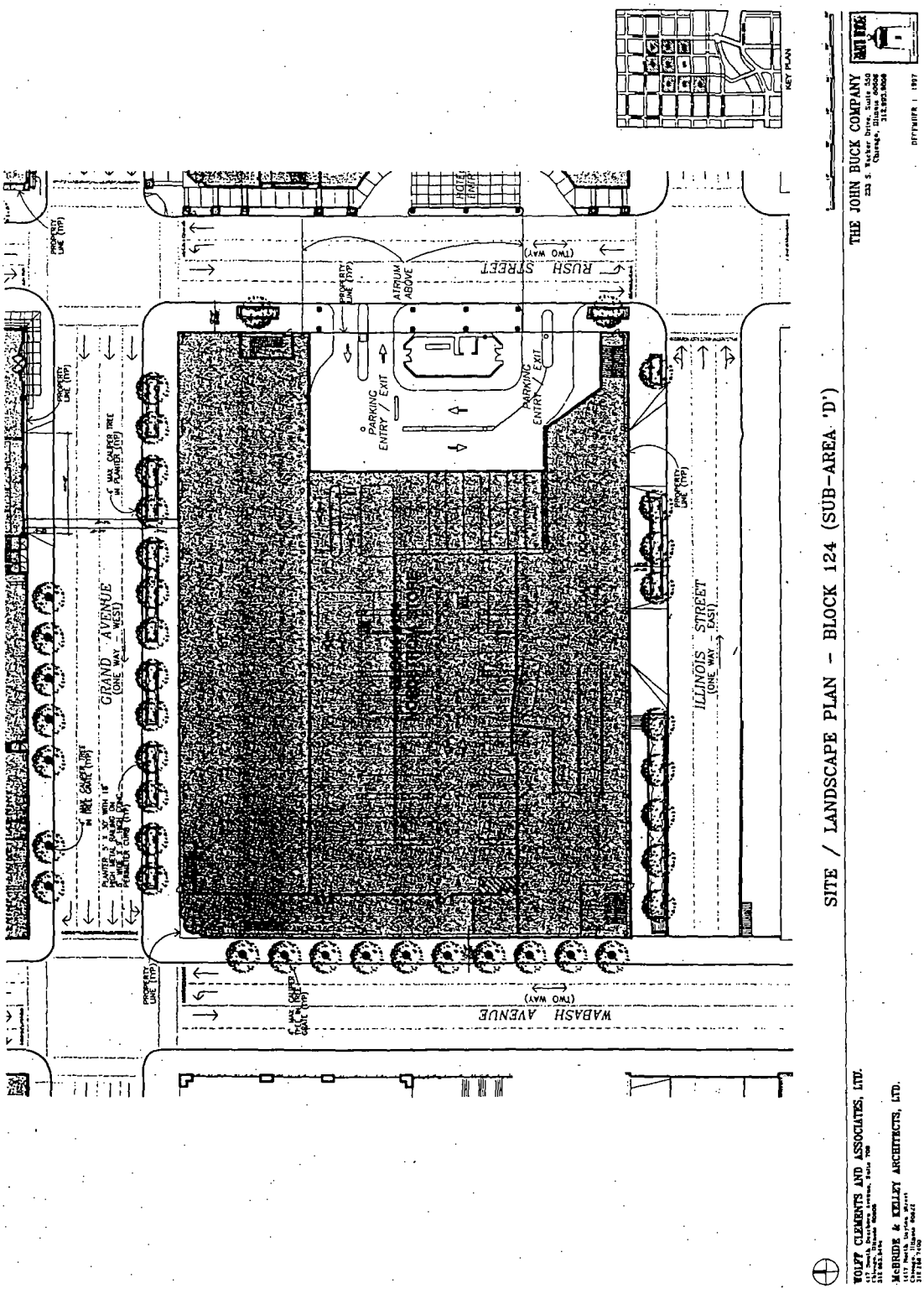
Building Elevation -- East And North.



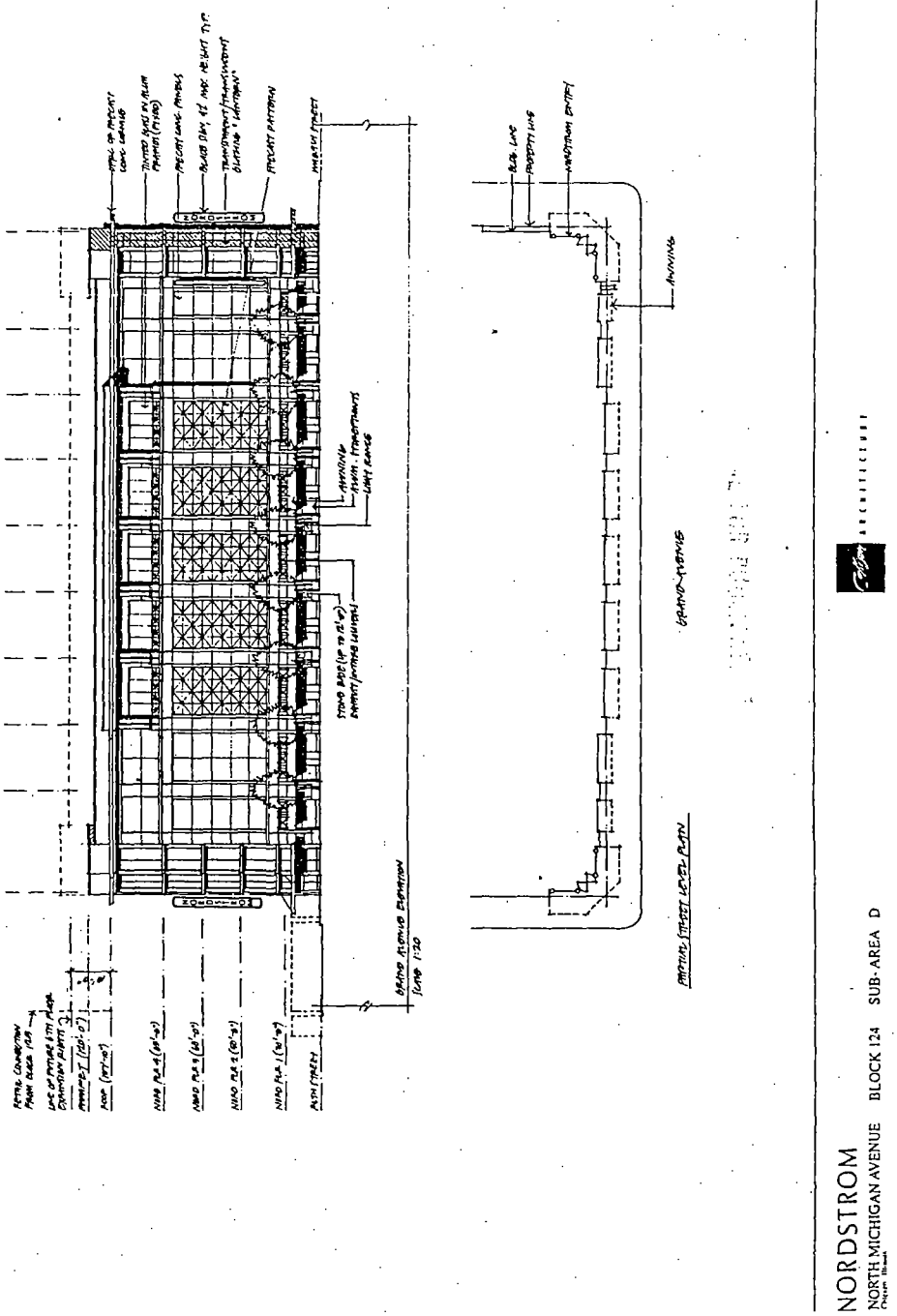
Building Elevation.
Rush Street Entry Plan.



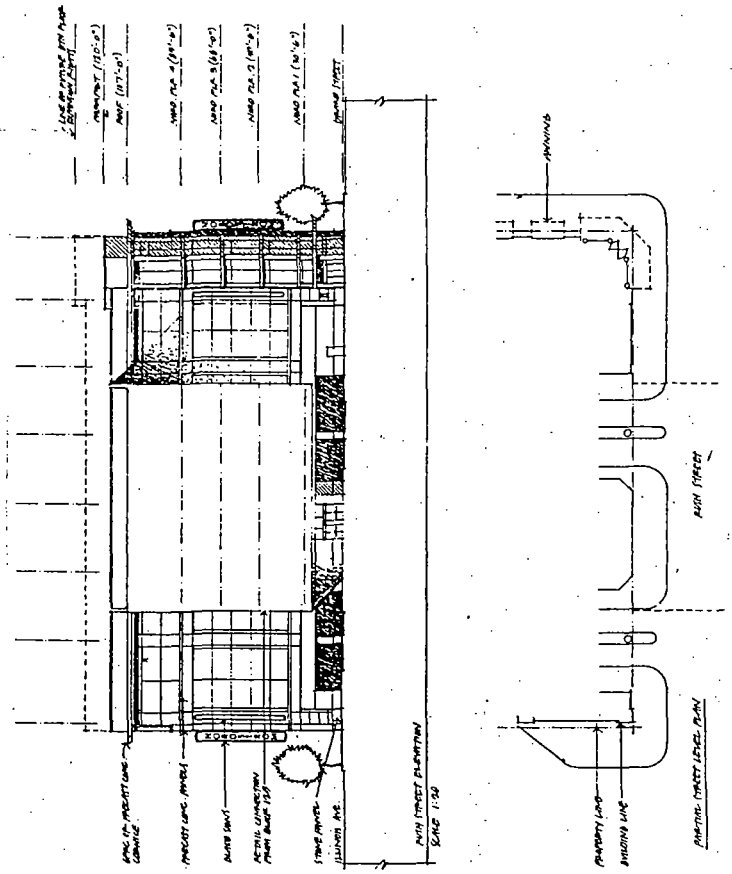
Site/Landscape Plan.
Block 124 (Sub-Area D).



Partial Street Level Plan/Elevation.
(Grand Avenue)



Partial Street Level Plan/Elevation.
(Rush Street)

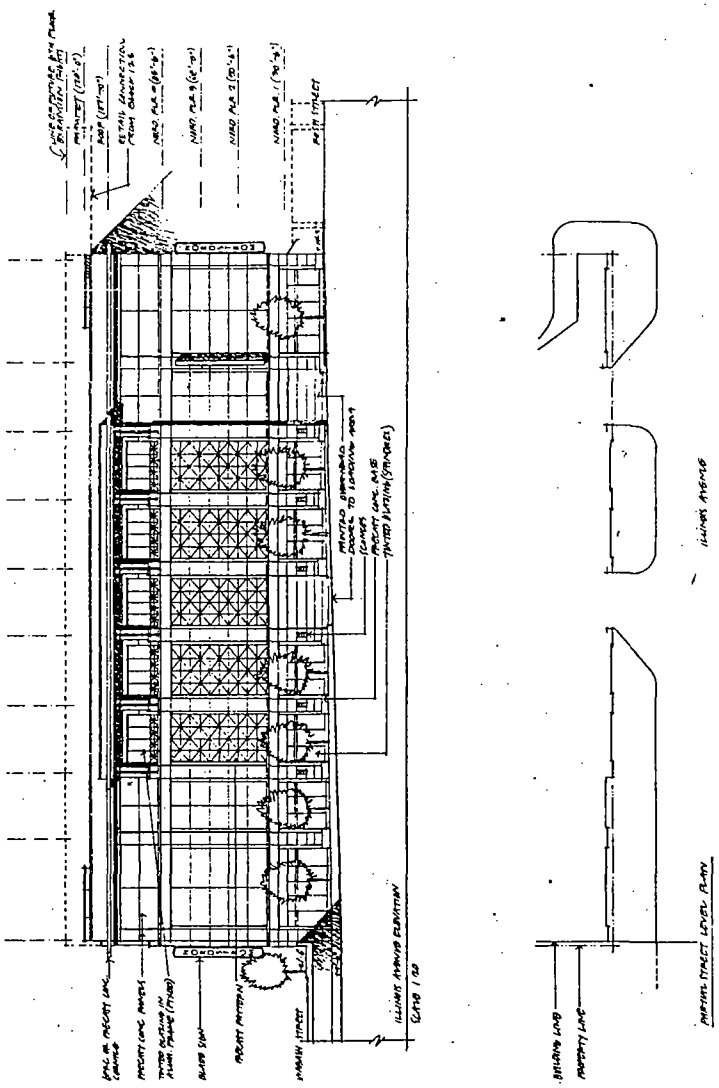


SHEET 2

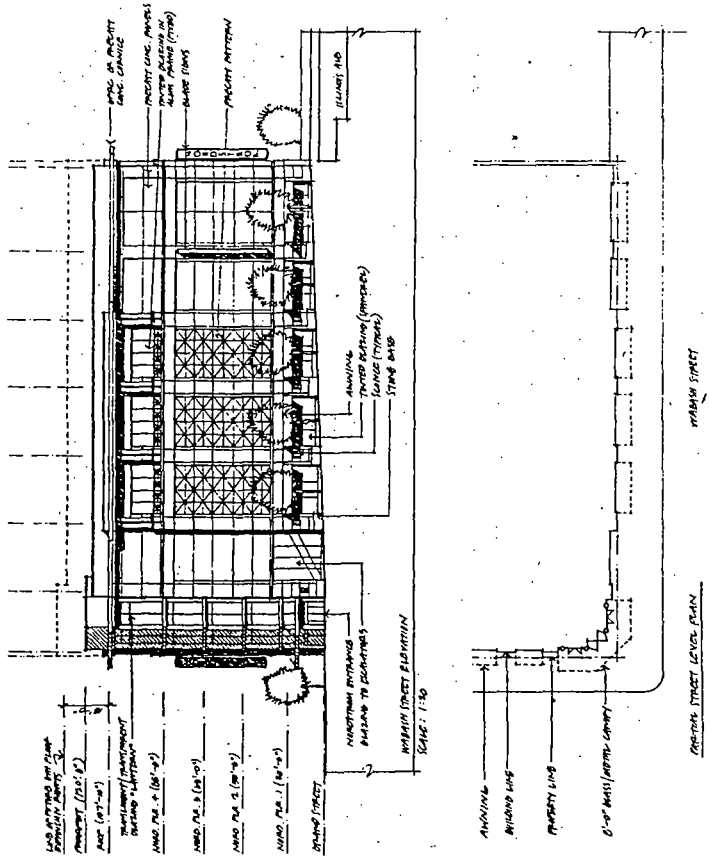
PLANNED DEVELOPMENT SUBMISSION

NORDSTROM
NORTH MICHIGAN AVENUE BLOCK 124 SUB-AREA D

Partial Street Level Plan/Elevation.
(Illinois Street)

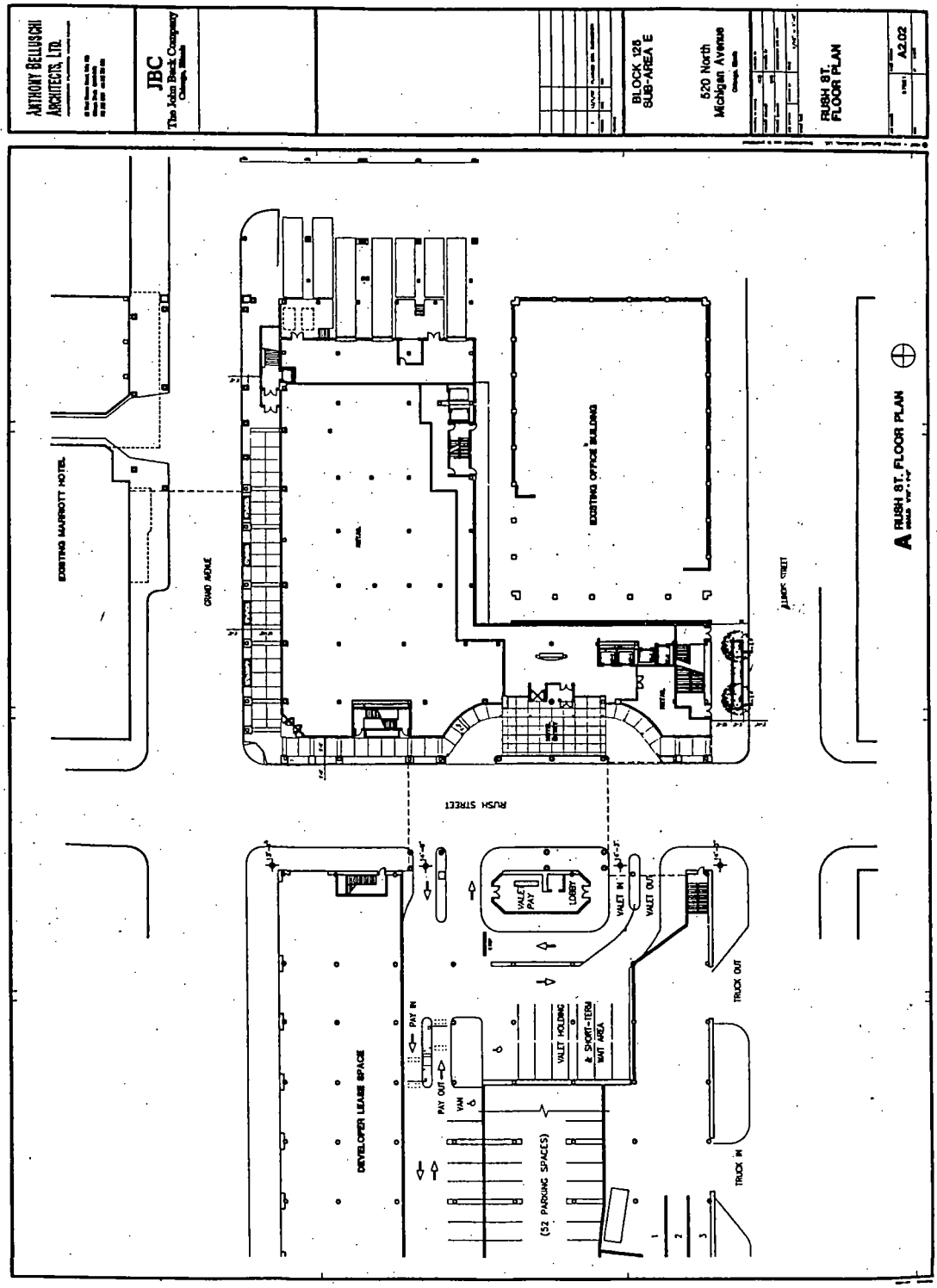


Partial Street Level Plan/Elevation.
(Grand Avenue)

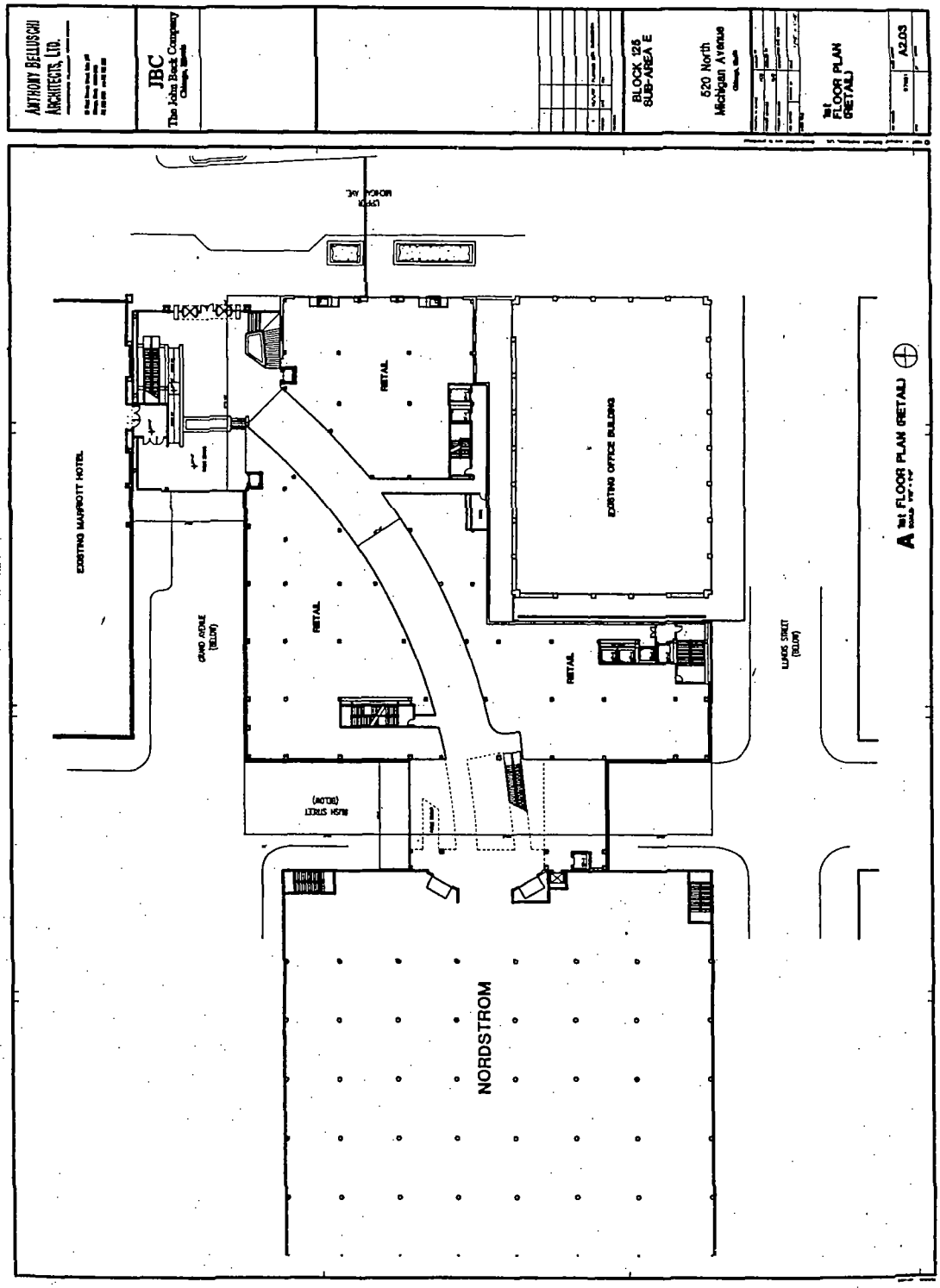


NORDSTROM
NORTH MICHIGAN AVENUE BLOCK 124 SUB-AREA D

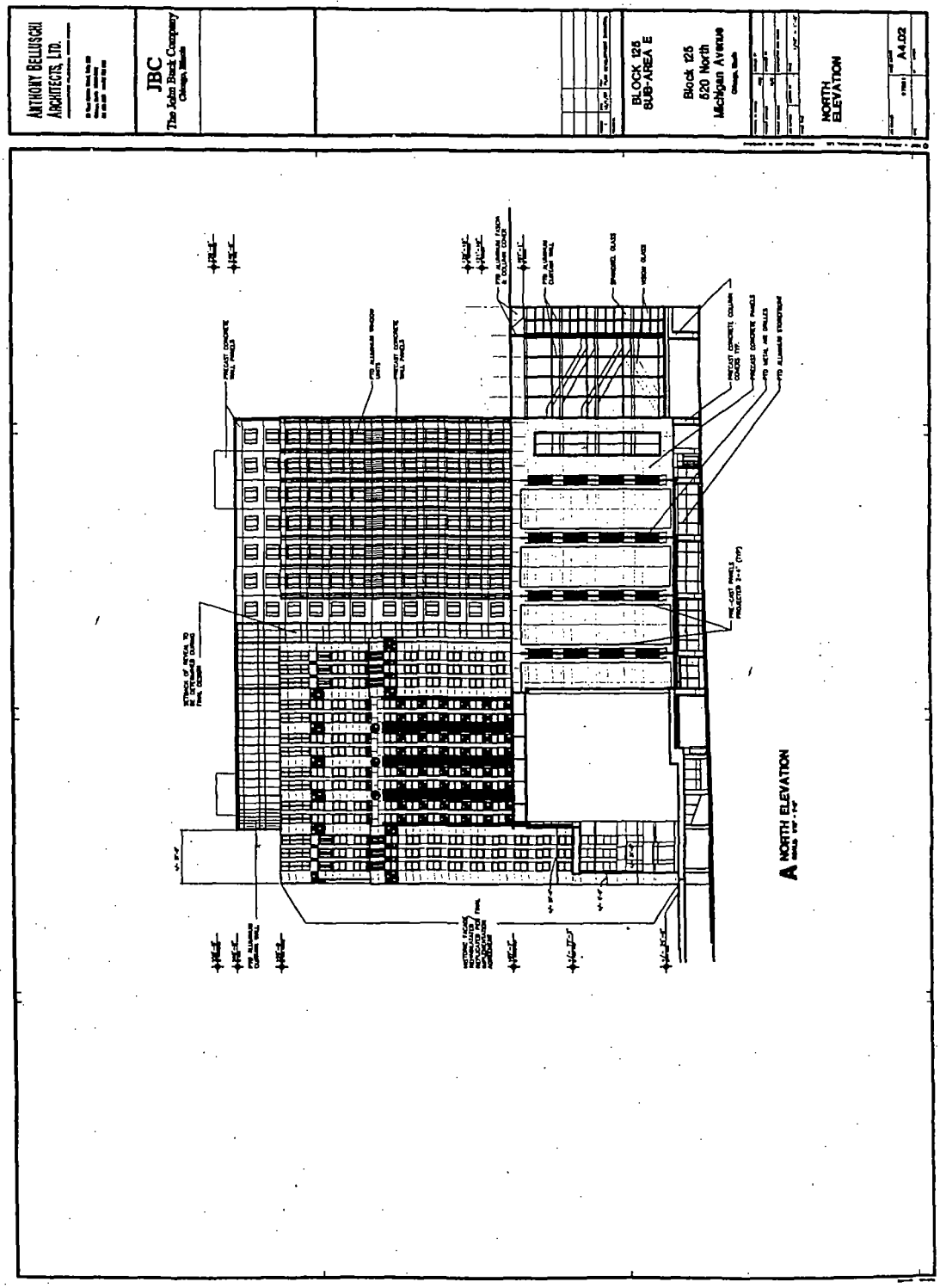
Rush Street Floor Plan.
Block 125 (Sub-Area E).



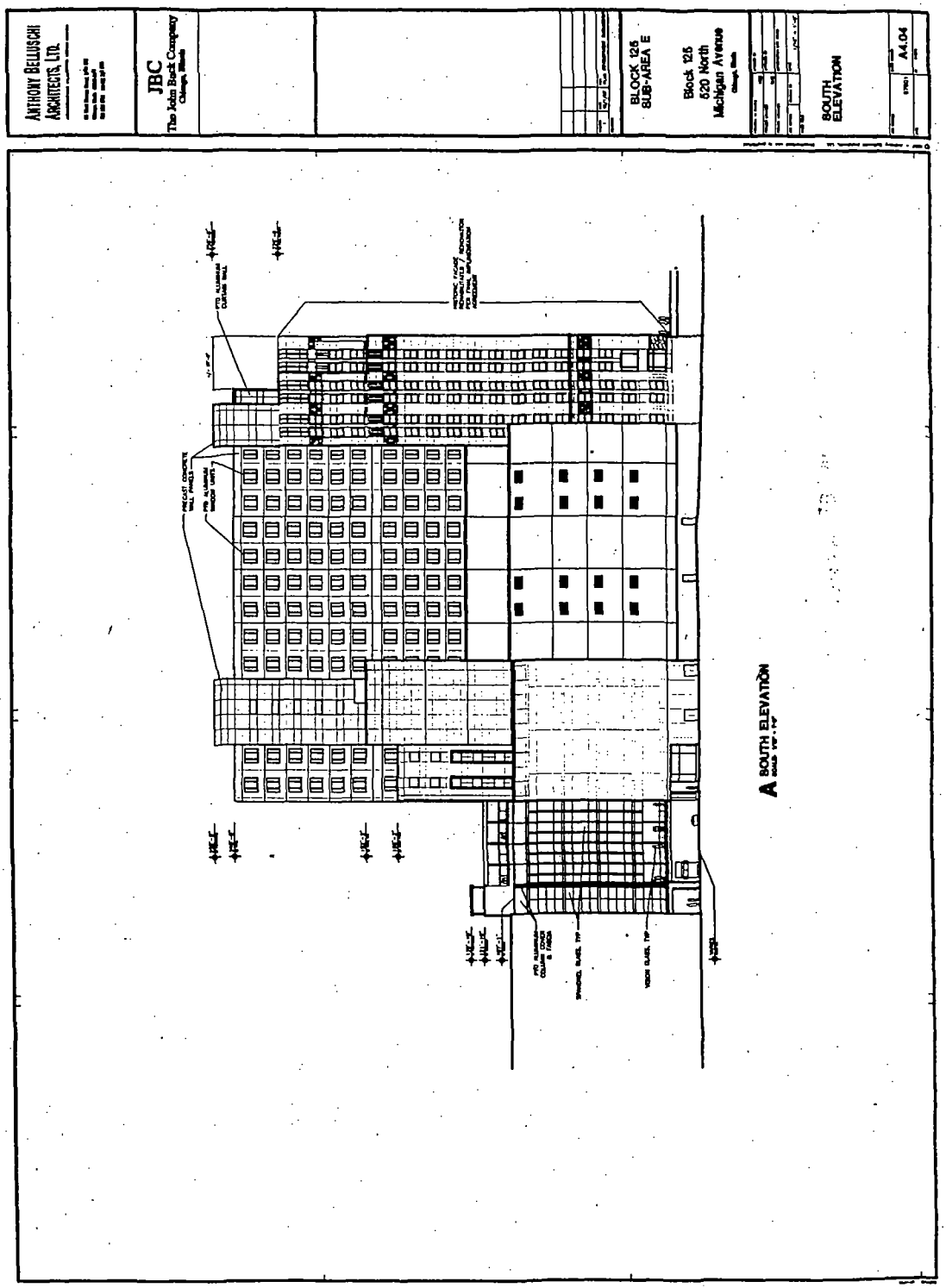
First Floor Plan Retail.
Block 125 (Sub-Area E).



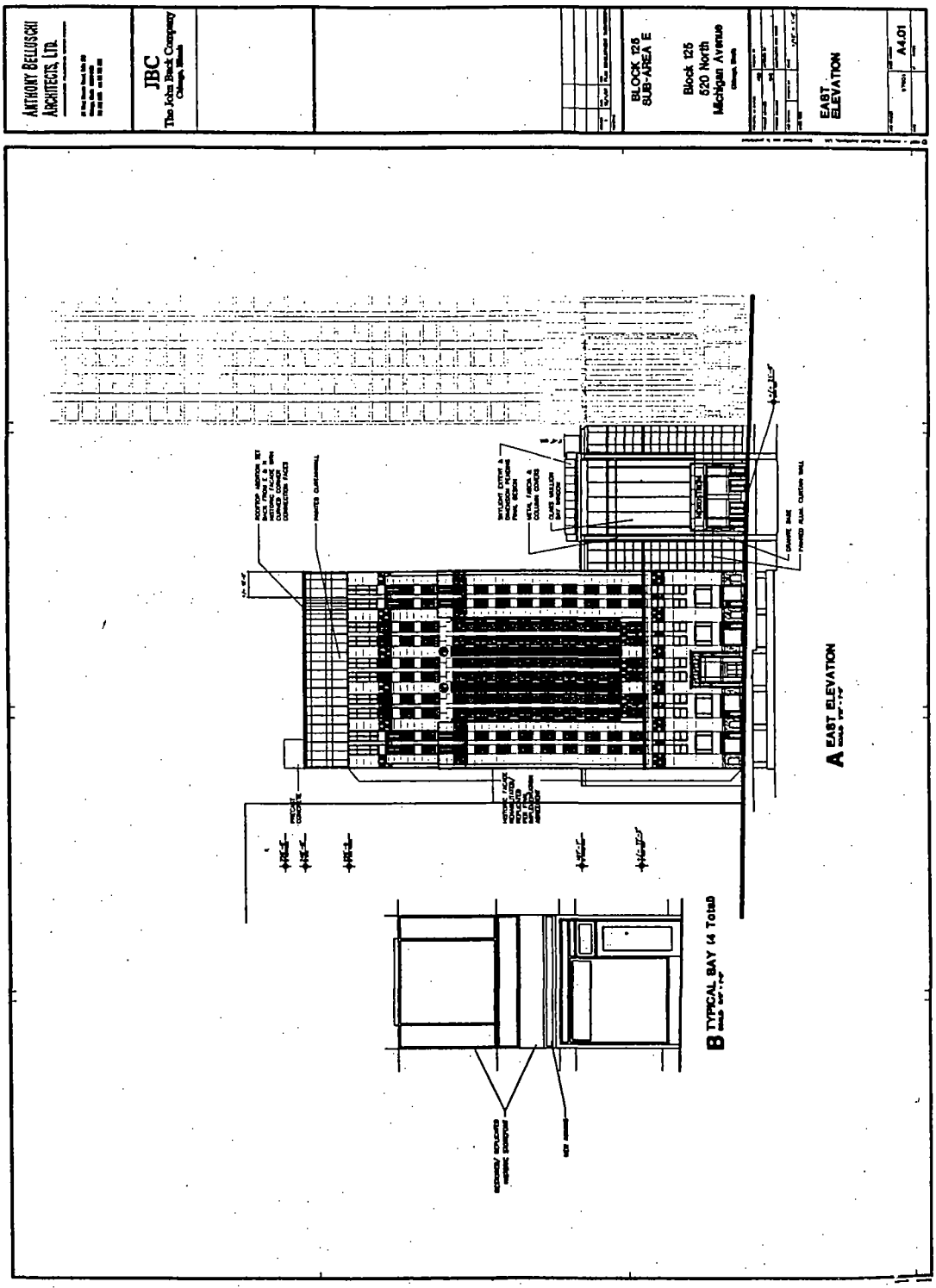
Building Elevation -- North.
Block 125 (Sub-Area E).



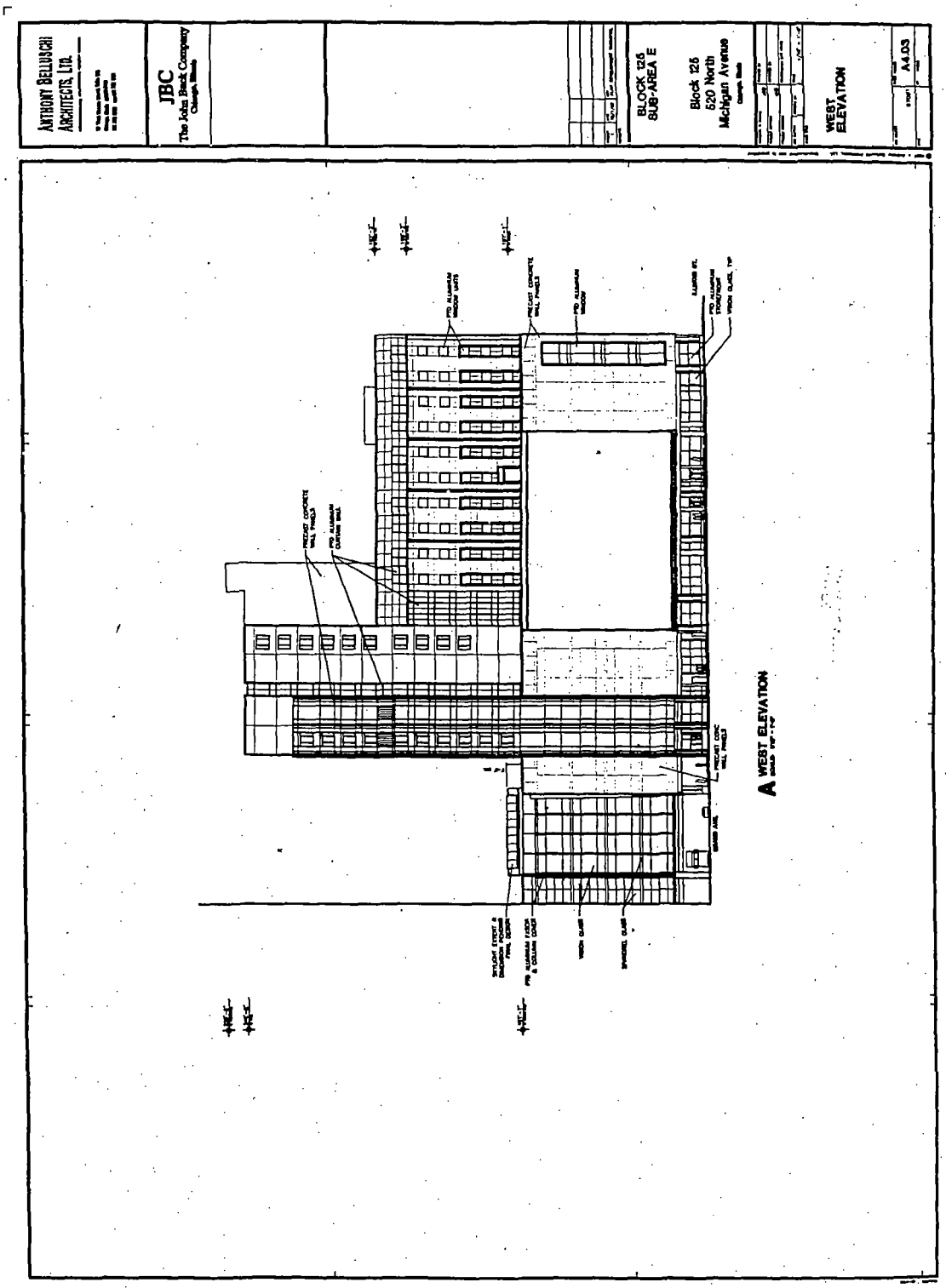
Building Elevation -- South.
Block 125 (Sub-Area E).



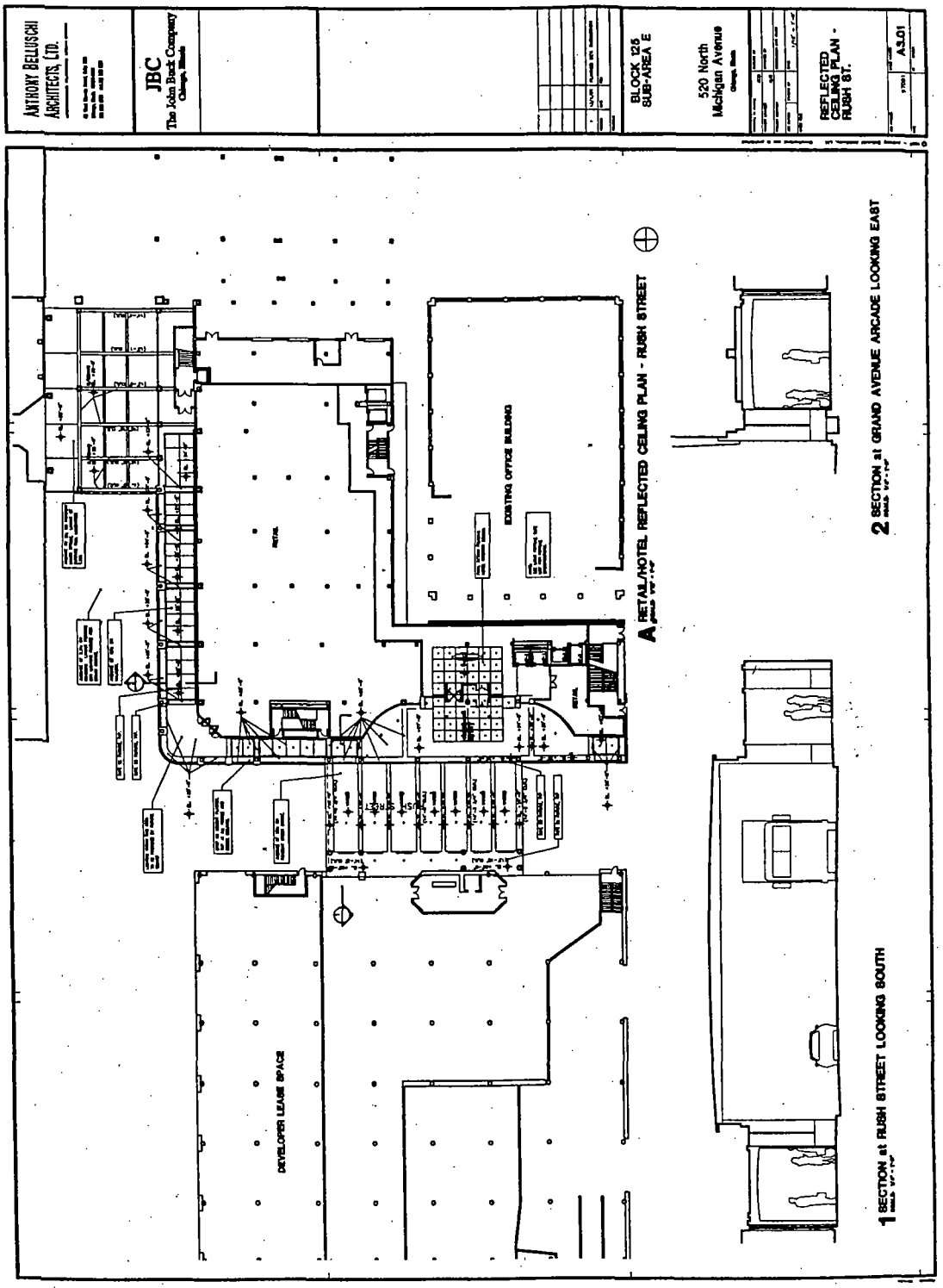
Building Elevation -- East.
Block 125 (Sub-Area E).



Building Elevation -- West.
Block 125 (Sub-Area E).



Reflecting Ceiling Plan.
(Rush Street)



AMENDMENT OF CHICAGO ZONING ORDINANCE
BY RECLASSIFICATION OF MAP NUMBERS
2-G, 5-M AND 7-H.

The Committee on Zoning submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206 and 12218.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12121, 12212 and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "No" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from

voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Banks was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

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 2-G.
(Application Number 12213)

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 2-G in area bounded by:

West Rundell Place; a line 276.60 feet east of South Aberdeen Street; West

Monroe Street; South Aberdeen Street; a line 80.04 feet north of West Arcade Place; and a line 141.04 feet east of South Aberdeen Street,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-M.
(Application Number 12212)

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 5-M in area bounded by:

West Bloomingdale Avenue; a southwesterly line 52.45 feet long beginning at a point 165.71 feet east of and parallel to the east line of North Mobile Avenue to a point 166.75 feet east of and parallel to the east line of North Mobile Avenue (as measured from the east line on North Mobile Avenue) at a point 52.75 feet south of and parallel to West Bloomingdale Avenue; a line 52.75 feet south of and parallel to West Bloomingdale Avenue; and North Mobile Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-H.
(Application Number 12121)

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 7-H in area bounded by:

a line 266 feet south of West Diversey Parkway; North Wolcott Avenue; a line 441.08 feet south of West Diversey Parkway; and the alley next west of and parallel to North Wolcott 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.

AMENDMENT OF CHICAGO ZONING ORDINANCE
BY RECLASSIFICATION OF AREA SHOWN ON
MAP NUMBER 7-F.
(Application Number 12203)

The Committee on Zoning submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206 and 12218.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12121, 12212 and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "No" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map Number 7-F in the area bounded by:

North Clark Street; an east/west line 252.89 feet north of West Wrightwood Avenue; North Lehman Court; a line 152.88 feet north of West Wrightwood Avenue; and North Clark Street,

to those of a B5-1 General Service District and 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 9-G.
(Application Number 12202)

The Committee on Zoning submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206 and 12218.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12121, 12212 and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "No" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Hansen was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map Number 9-G in area bounded by:

> starting at a point being the south line of the east/west public alley next north of and parallel to West Belmont Avenue; the west line of North Halsted Street; a line running west 225.0 feet north of and parallel to the north line of West Belmont Avenue; and the east line of North Dayton Street, to the point of beginning,

to those of a C1-4 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.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206, and 12218.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12121, 12212 and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "No" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

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, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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-G.
(As Amended)
(Application Number 12184)

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 Residential Planned Development Number 647 symbols and indications as shown on Map Number 1-G in the area 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,

to the designation of Residential Planned Development Number 647, 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.

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development Number 647, As Amended.

Plan of Development Statements.

1. The area delineated herein as Residential Planned Development Number 647, as amended, consists of approximately thirty-three thousand four hundred eighty-five (33,485) square feet (seventy-six one-hundredths (0.76) acres) and is owned or controlled by the Applicant, Diversified Real Estate Concepts, 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 or right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. 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 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 the owners of the Property or any property owners association which may be formed to succeed the Applicant, and any ground lessors.

4. This Plan of Development consists of these fourteen (14) 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; Building Elevations; and Elevation Detail Plan dated November 13, 1997 prepared by Fujikawa Johnson and Associates, 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 hereto and these and no other zoning controls shall apply.

5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development": multi-family dwelling units, B1 Local Retail District retail uses on the ground floor only and accessory parking.

6. Identification 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 shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.

8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this Planned Development, the height of any improvement shall also be subject to height limitations as 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 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.

11. The Applicant acknowledges that the proposed development may have an impact on neighborhood parks and recreational facilities in the immediate area. Accordingly, the Applicant voluntarily commits to deposit the sum of Fifty Thousand and no/100 Dollars ($50,000.00) with the City which shall be expended toward the identification and future development of public open space within one-half (½) mile of this Planned Development. The payment shall be made concurrently with the issuance of the first Part II approval for this Planned Development.

12. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

14. Unless substantial construction has commenced within four (4) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall

expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first (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 B4-4 Restricted Service District classification.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site/ Landscape Plan; Building Elevation Drawings; and Partial Elevation Drawing referred to in these Plan of Development Statements printed on pages 59253 through 59259 of this Journal.]

Bulk Regulation and Data Table referred to in these Plan of Development Statements reads as follows:

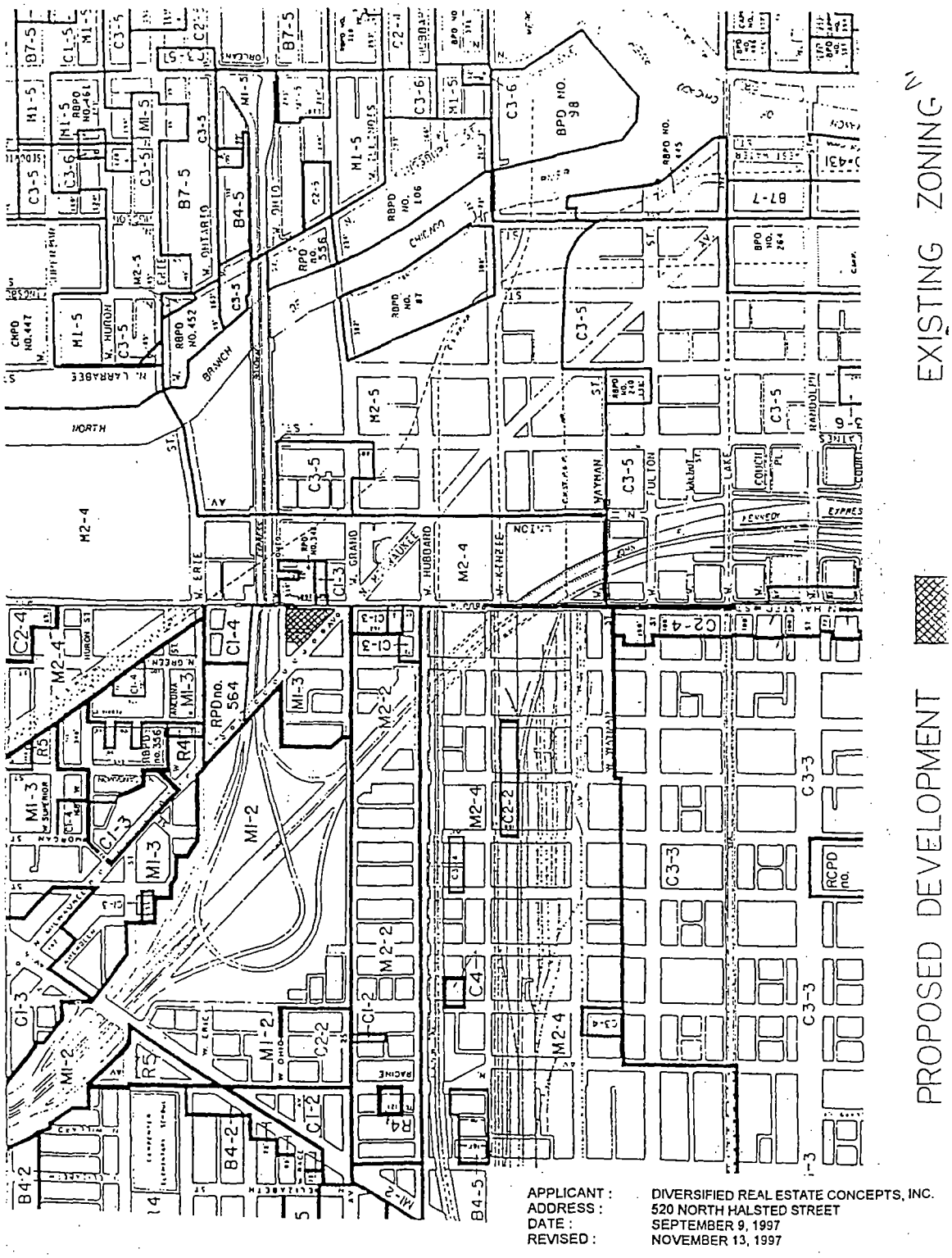
Residential Planned Development Number _____.

Bulk Regulations And Data Table.

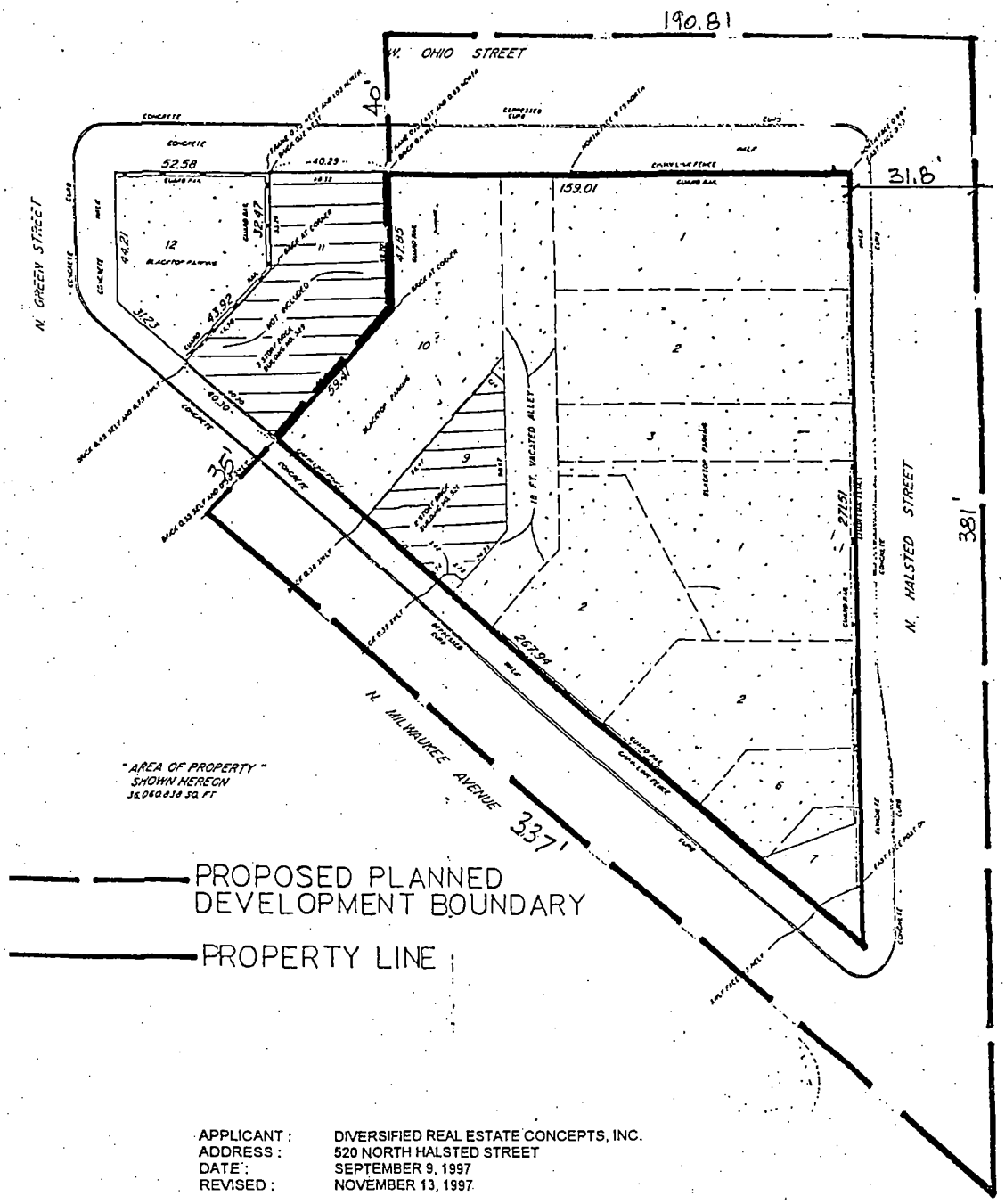
Net Site Area:	33,485 square feet (0.769 acres).
Public Right-of-Way Area:	28,087 square feet (0.645 acres).

Public Right-of-Way Area:	28,087 square feet (0.645 acres).
Gross Site Area:	61,572 square feet (1.413 acres).
Maximum Floor Area Ratio (F.A.R.):	5.0.
Maximum Number of Dwelling Units:	126.
Maximum Percent of Site Coverage:	75%.
Minimum Required Ground Floor Setback:	8 feet.
Maximum Building Height:	112.
Minimum Number of Off-Street Parking Spaces:	165.
Minimum Number of Off-Street Loading Spaces:	1.

Existing Zoning Map.

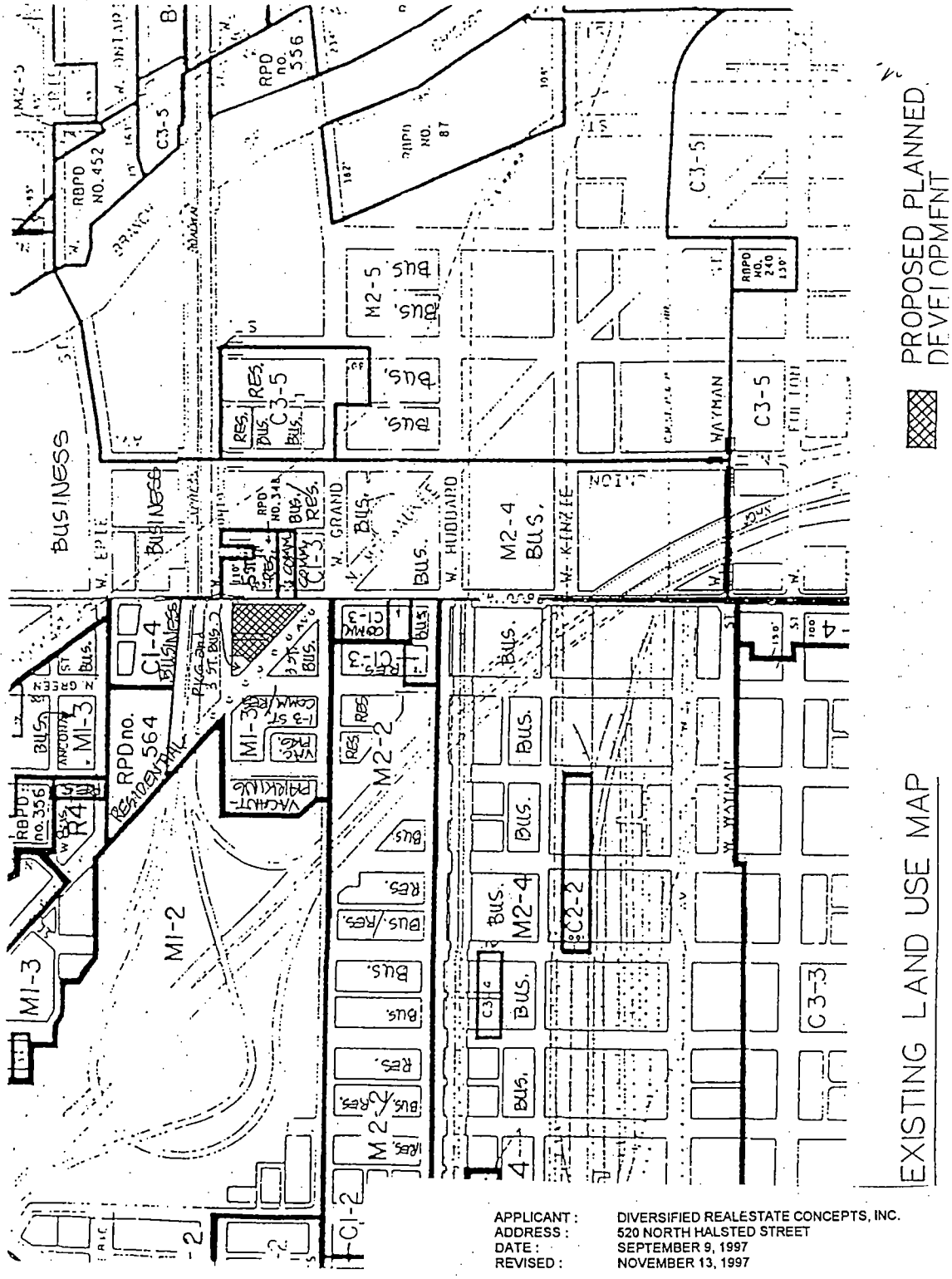


Planned Development Boundary And
Property Line Map.

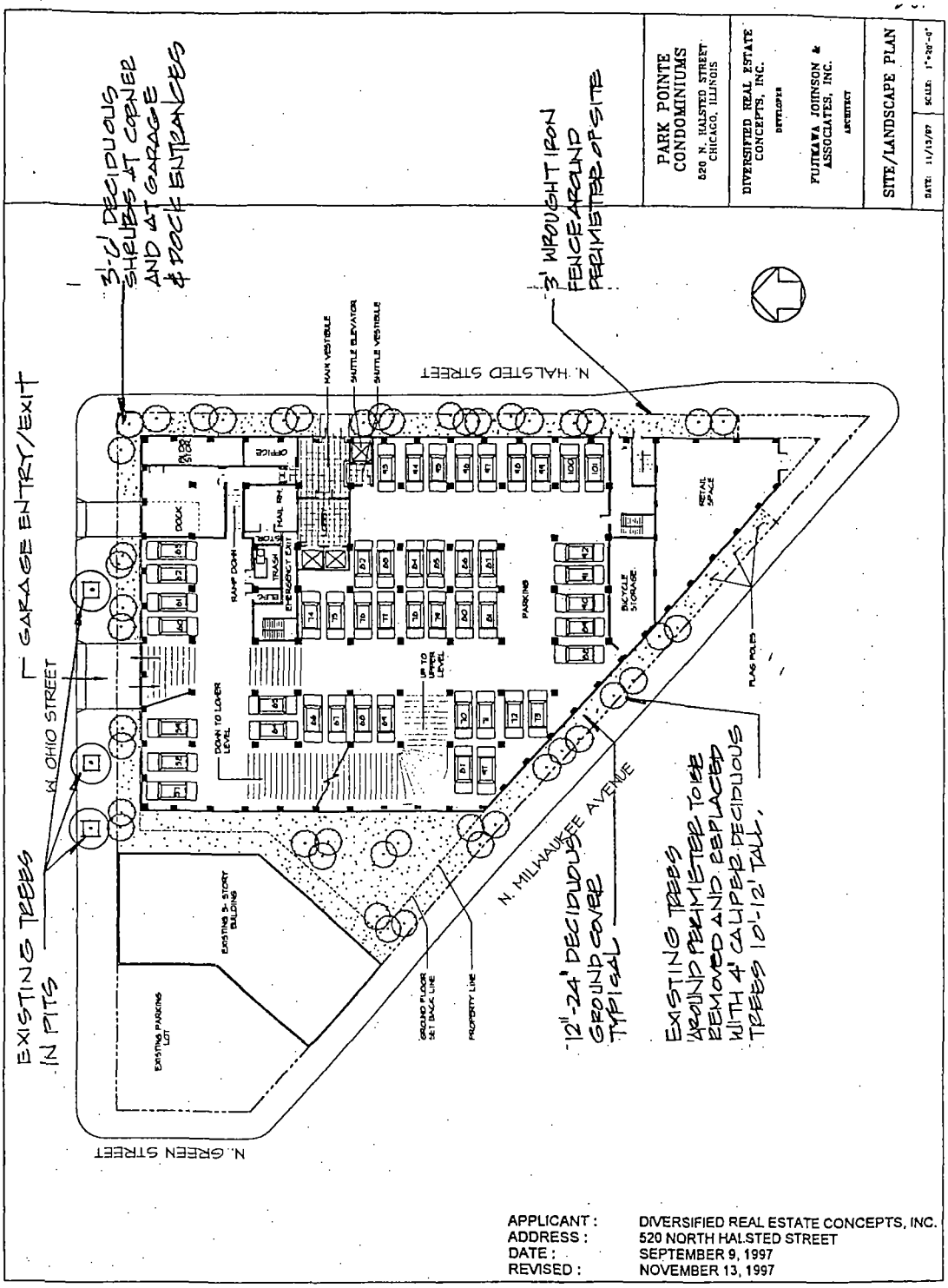


APPLICANT : DIVERSIFIED REAL ESTATE CONCEPTS, INC.
ADDRESS : 520 NORTH HALSTED STREET
DATE : SEPTEMBER 9, 1997
REVISED : NOVEMBER 13, 1997

Existing Land-Use Map.



Site/Landscape Plan.



Building Elevation.
(Page 1 of 2)

PARK POINTE CONDOMINIUMS
520 N. HALSTED STREET
CHICAGO, ILLINOIS

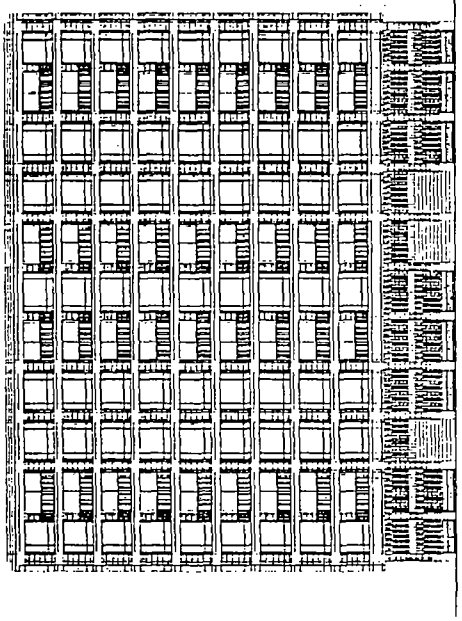
DIVERSIFIED REAL ESTATE CONCEPTS, INC.
DEVELOPER

FUJIKAWA JOHNSON & ASSOCIATES, INC.
ARCHITECT

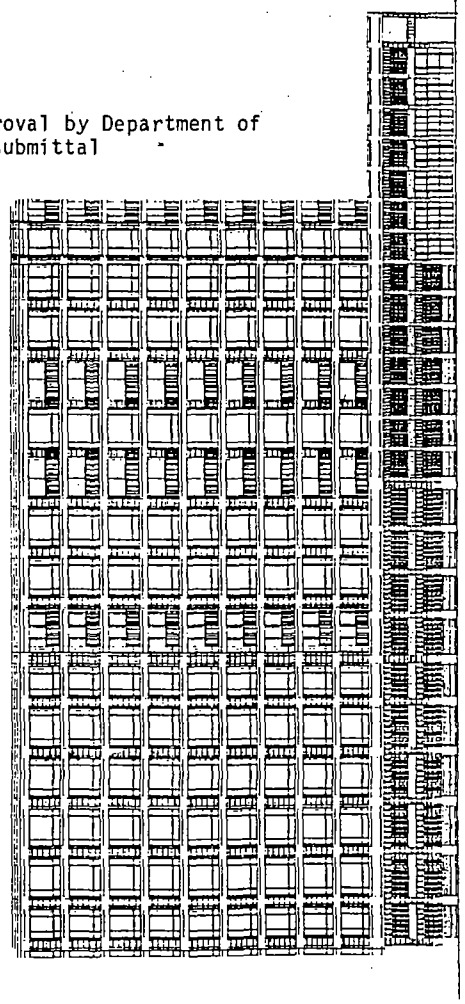
ELEVATIONS

DATE: 11/13/97 SCALE: 1/16"=1'-0"

Floors 1 & 2: subject to final design approval by Department of Planning and Development prior to Part II submittal



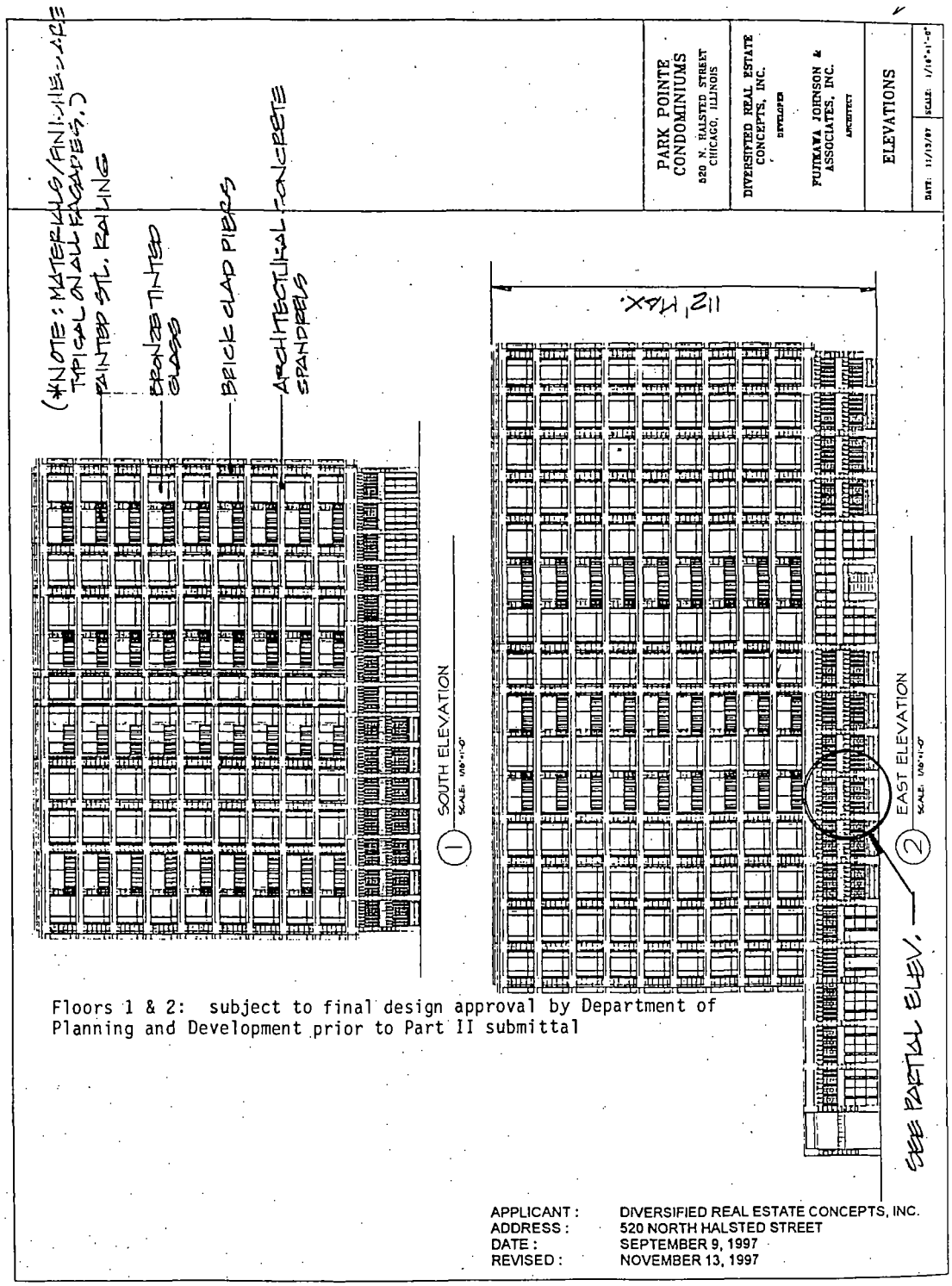
1 NORTH ELEVATION
SCALE: 1/16"=1'-0"



2 WEST ELEVATION
SCALE: 1/16"=1'-0"

APPLICANT : DIVERSIFIED REAL ESTATE CONCEPTS, INC.
ADDRESS : 520 NORTH HALSTED STREET
DATE : SEPTEMBER 9, 1997
REVISED : NOVEMBER 13, 1997

Building Elevation.
(Page 2 of 2)



Floors 1 & 2: subject to final design approval by Department of Planning and Development prior to Part II submittal

APPLICANT : DIVERSIFIED REAL ESTATE CONCEPTS, INC.
ADDRESS : 520 NORTH HALSTED STREET
DATE : SEPTEMBER 9, 1997
REVISED : NOVEMBER 13, 1997

Partial Elevation.

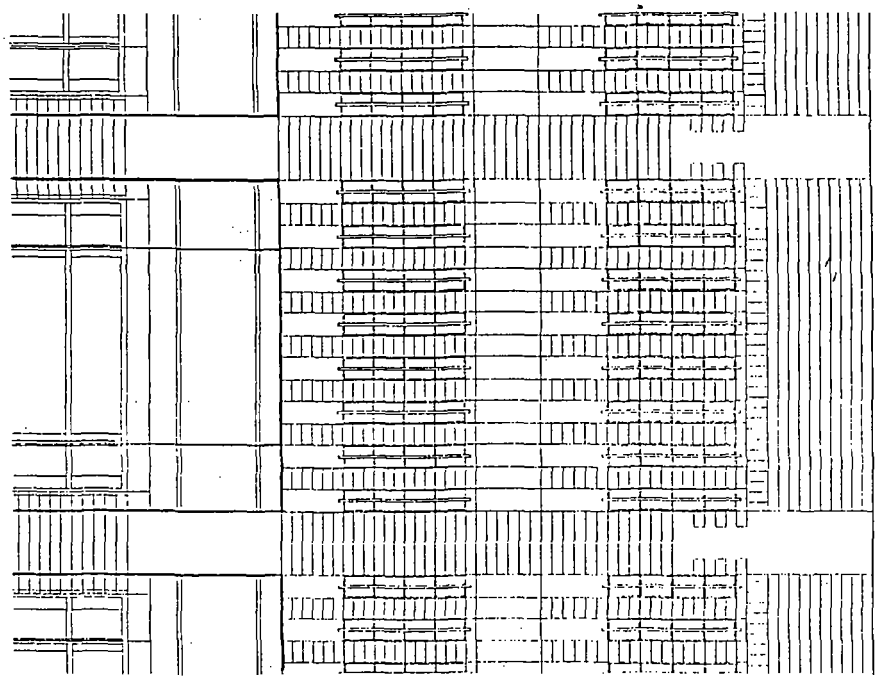
PARK POINTE CONDOMINIUMS
520 N. HALSTED STREET
CHICAGO, ILLINOIS

DIVERSIFIED REAL ESTATE CONCEPTS, INC.
DEVELOPER

FUJIKAWA JOHNSON & ASSOCIATES, INC.
ARCHITECT

PARTIAL ELEVATION

DATE: 9/9/97 SCALE: 1/2"=1'-0"



PARTIAL ELEVATION AT GARAGE
SCALE: 1/2"=1'-0"

Floors 1 & 2: subject to final design approval by Department of Planning and Development prior to Part II submittal

APPLICANT : DIVERSIFIED REAL ESTATE CONCEPTS, INC.
ADDRESS : 520 NORTH HALSTED STREET
DATE : SEPTEMBER 9, 1997
REVISED : NOVEMBER 13, 1997

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 12186)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District symbols and indications as shown on Map Number 1-G in area bounded by:

starting at 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,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 12215)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-3 General Commercial District symbols and indications as shown on Map Number 1-G in area bounded by:

starting at a point being a line 200.22 feet north of the north line of West Madison Street; the west line of North Sangamon Street running south 84.22 feet; the north line of the public alley next north of and parallel to West Madison Street running west for a distance of 125.75 feet; a line running south 16.0 feet and parallel to the west line of North Sangamon Street; a line 100 feet north of and parallel to the north line of West Madison Street; and

the east line of North Morgan Street to the point of beginning,

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 1-H.
(Application Number 12211)

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-H in area bounded by:

West Erie Street; a line 96 feet east of North Damen Avenue; the alley next south of and parallel to West Erie Street; and a line 72 feet east of North Damen Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 1-H.
(Application Number 12217)

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-H in area bounded by:

West Huron Street; a line 96 feet east of North Paulina Street; the alley next south of and parallel to West Huron Street; and North Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-G.
(Application Number 12205)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B5-4 General Service District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Jackson Boulevard; a line 143.5 feet east of and parallel to South Racine Avenue; a line 276 feet south of and parallel to West Jackson Boulevard; and South Racine Avenue,

to those of a C2-4 General Commercial District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-E.
(As Amended)
(Application Number A-3843)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the R7 General Residence District symbols and indications as shown on Map Number 3-E in the area bounded by:

East Goethe Street; North Stone Street; the alley next south of and parallel to East Goethe Street; and the alley next east of and parallel to North Astor Street,

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 3-F.
(As Amended)
(Application Number 12200)

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 Residential Planned Development Number 234, as amended, and R5 General Residence District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 363.59 feet north of and parallel to West Evergreen Avenue, the alley next east of and parallel to North Cleveland Avenue; West Schiller Street; North Hudson Avenue; West Evergreen Avenue; and North Cleveland Avenue,

to those of an R6 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 363.59 feet north of and parallel to West Evergreen Avenue, the alley next east of and parallel to North Cleveland Avenue; West Schiller Street; North Hudson Avenue; West Evergreen Avenue; and North Cleveland Avenue,

to the designation of Residential Planned Development Number 234, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. That the Chicago Zoning Ordinance be amended by changing all the Residential Planned Development Number 234, as amended, symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 281 feet north of and parallel to West Evergreen Avenue; North Hudson Avenue; West Schiller Street; and the alley next east of and parallel to North Cleveland Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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 reads as follows:

Residential Planned Development Number 234, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential Planned Development Number 234, as amended, consists of approximately fifty-seven thousand nine hundred nine (57,909) square feet (one and thirty-three one-hundredths (1.33) acres) and is owned or controlled by the Applicant, Near North Development Corporation.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder and

any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

4. This Plan of Development consists of fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Property Line and Boundary Map; a Site/Landscape Plan, and Building Elevations prepared by Loewenberg & Associates, Inc. dated November 13, 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 "Residential Planned Development Number 234, as amended": High-rise apartment buildings (housing for elderly persons and related accessory uses).

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.

7. Off-street parking shall be provided in compliance with this Planned Development and shall be subject to the review and approval of the Department of Planning and Development and the Department of Transportation.

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.

9. 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.

10. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

11. The improvements in the Property, including landscaping, shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations.

12. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

14. Unless substantial construction of the high-rise apartment building

contemplated under this amendment has been commenced within four (4) 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 Residential Planned Development Number classification (as approved on June 27, 1980).

[Existing Zoning Map; Existing Land-Use 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 59269 through 59274 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

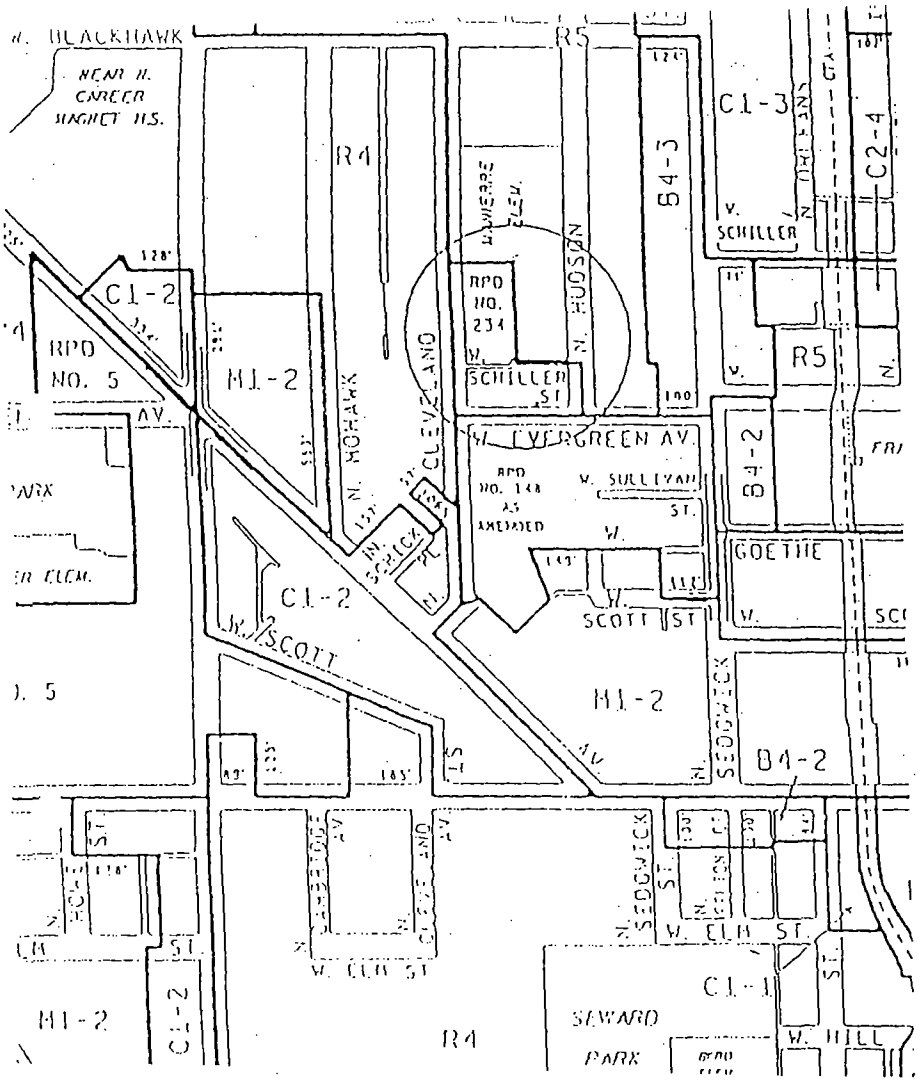
Residential Planned Development Number 234, As Amended.

Bulk Regulations And Data Table.

Net Site Area:	57,909 square feet/1.33 acres.

Maximum Number of Dwelling Units:	201.
Maximum Permitted Floor Area Ratio for Gross Site Area:	Net Site Area, 57,909 square feet (1.33 acres) + area of adjacent public streets and alleys 30,696 (.705 acres) = 88,605 square feet (2.03 acres).
Maximum Number of Dwelling Units:	201.
Maximum Permitted Floor Area Ratio for	
Total Net Site Area:	3.25.
Maximum Percentage of Site Coverage:	30.0%.
Minimum Number of Parking Spaces:	86.
Minimum Number of Loading Docks:	2.
Minimum Periphery Setbacks:	Per Site Plan.
Maximum Building Height:	Per Building Elevations.

Existing Zoning Map.

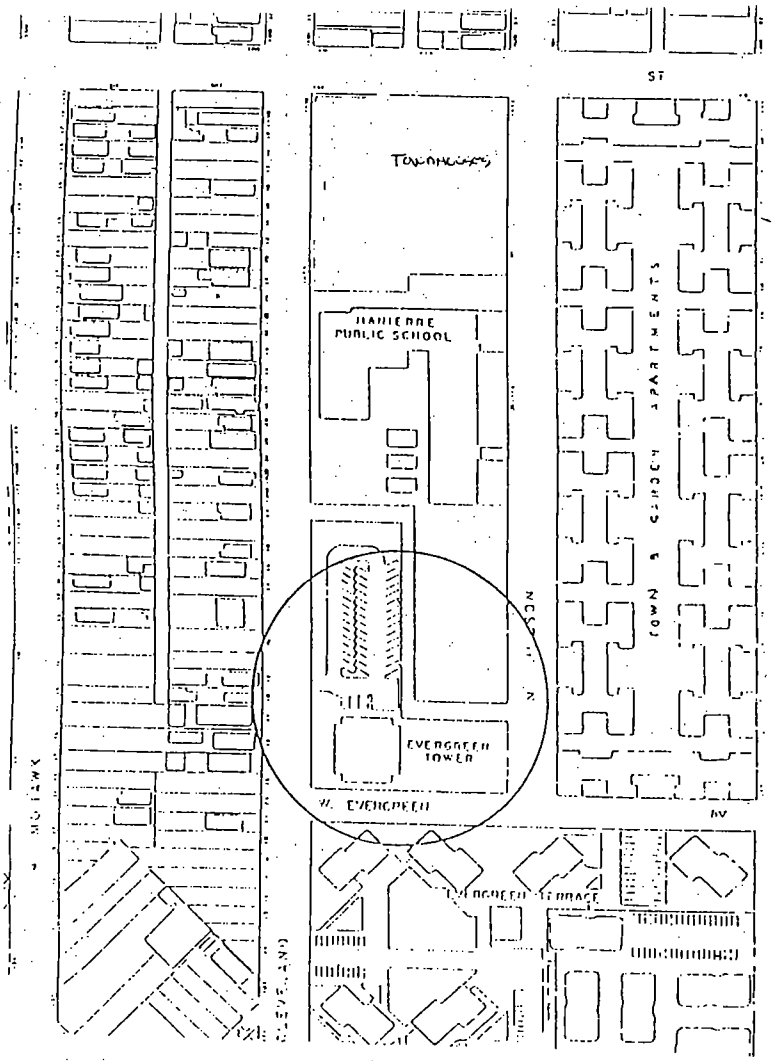


RESIDENTIAL PLANNED DEVELOPMENT NO. 234
AS AMENDED

EXISTING ZONING MAP

APPLICANT: NEAR NORTH DEVELOPMENT CORPORATION
ADDRESS: 1329-1355 NORTH CLEVELAND AVE.
432-458 WEST EVERGREEN AVE.
1339-1354 NORTH HUDSON ST.
DATE: SEPTEMBER 30, 1997
REVISED NOV. 13, 1997

Existing Land-Use Map.



RESIDENTIAL PLANNED DEVELOPMENT NO. 234
AS AMENDED

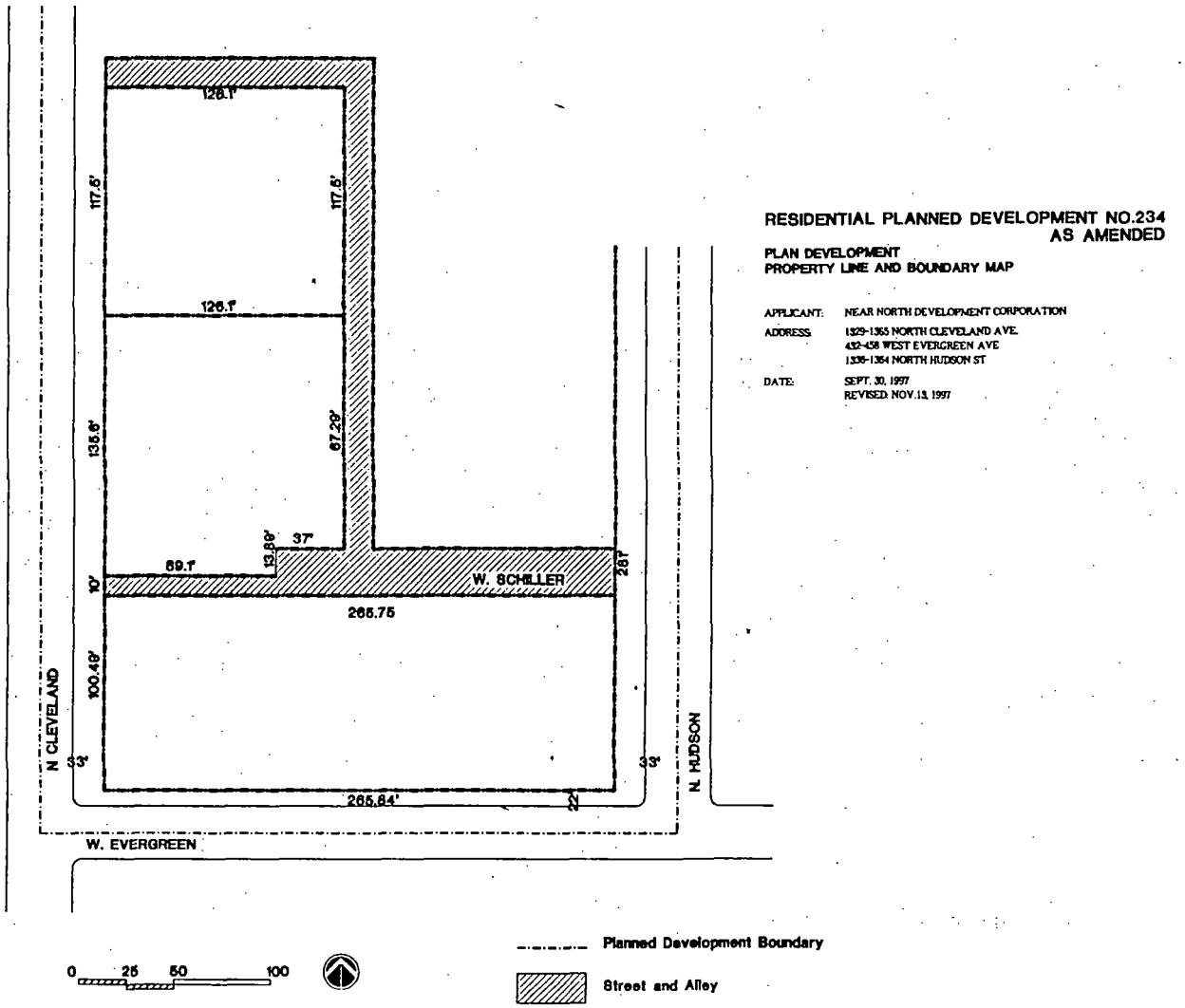
EXISTING LAND USE MAP

APPLICANT: NEAR NORTH DEVELOPMENT CORPORATION

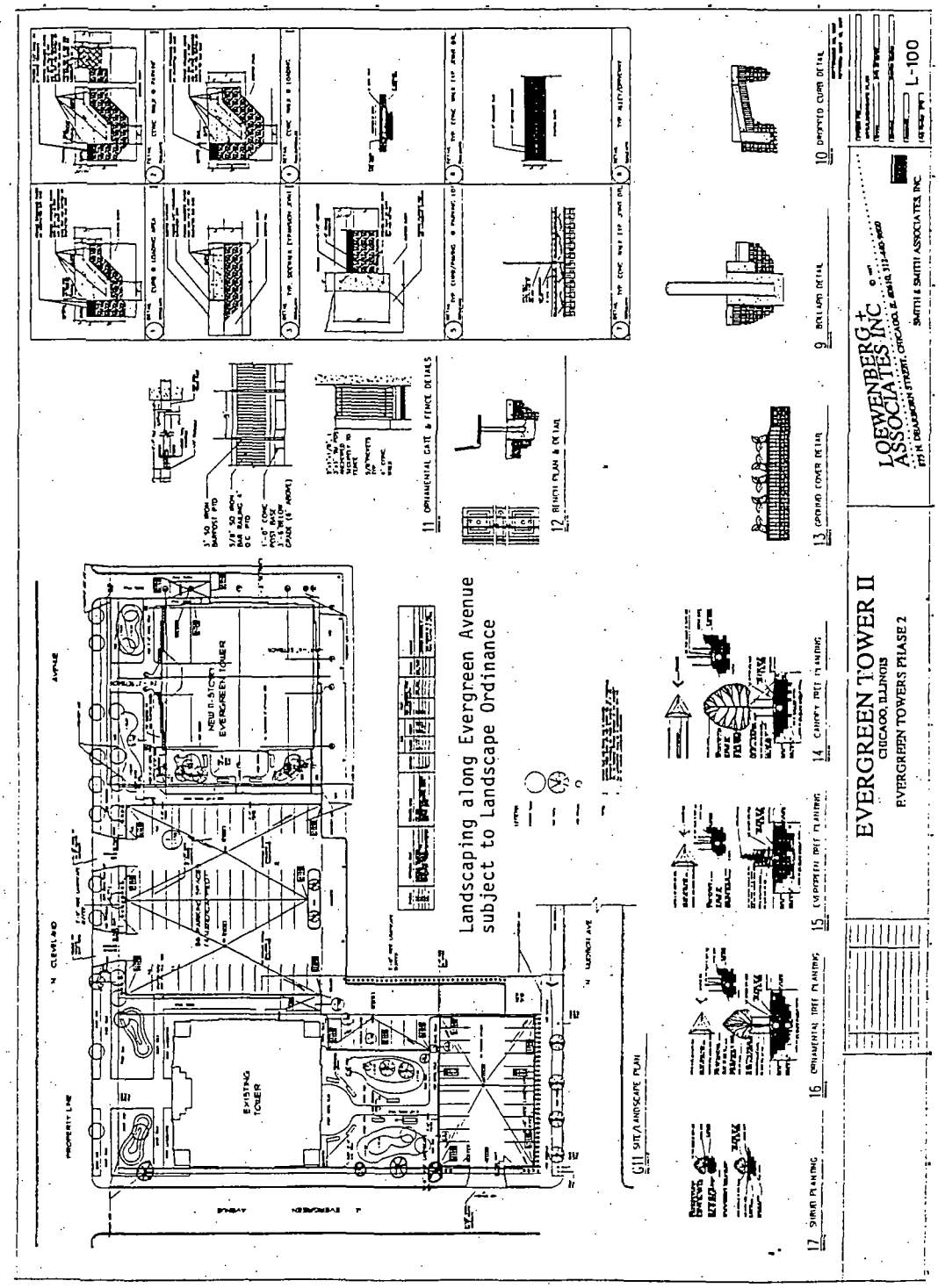
ADDRESS: 1529-1565 NORTH CLEVELAND AVE.
432-458 WEST EVERGREEN AVE
1536-1554 NORTH HUDSON ST

DATE: SEPTEMBER 30, 1997
REVISED: NOV. 13, 1997

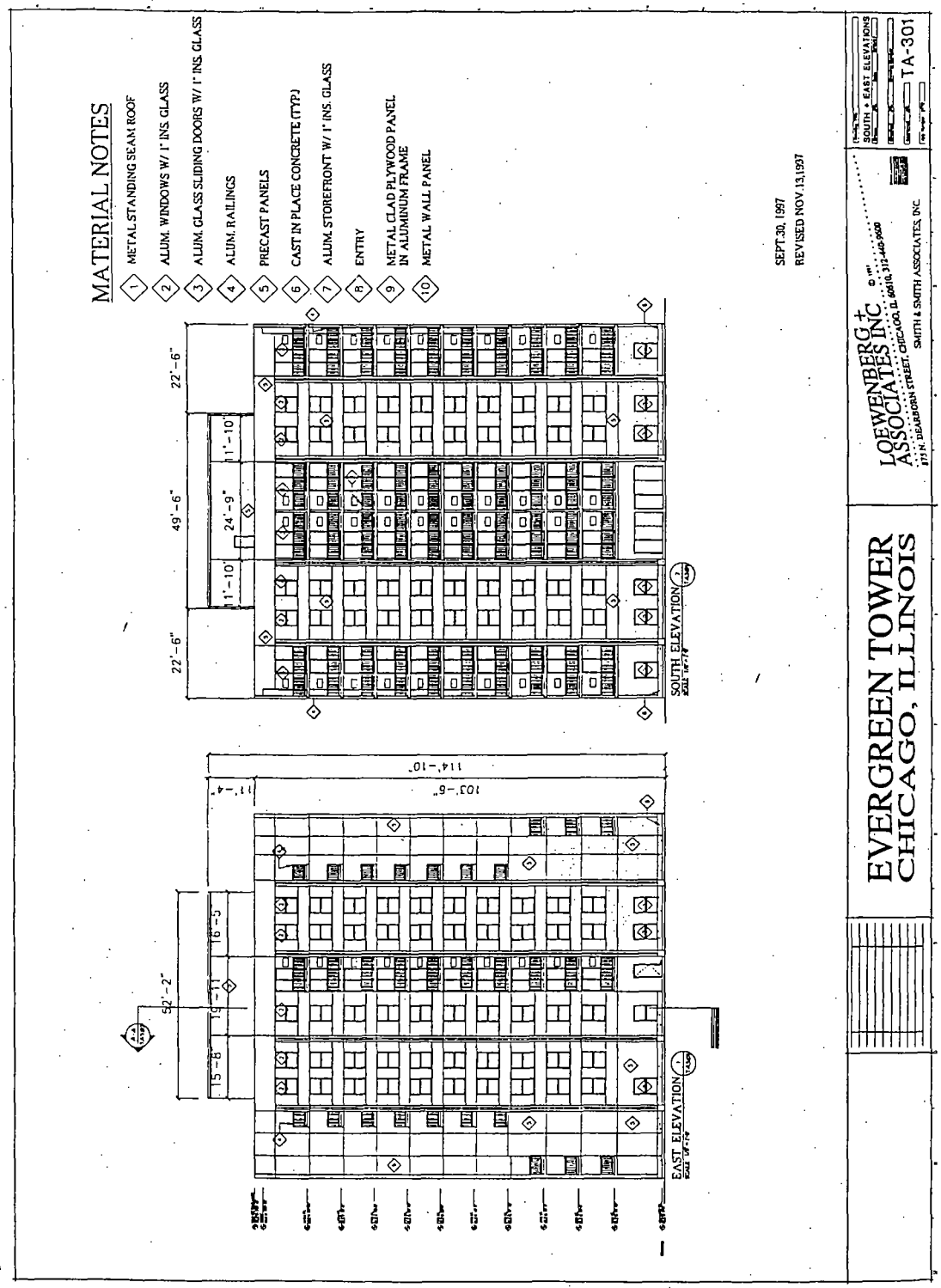
Planned Development Property Line
And Boundary Map.



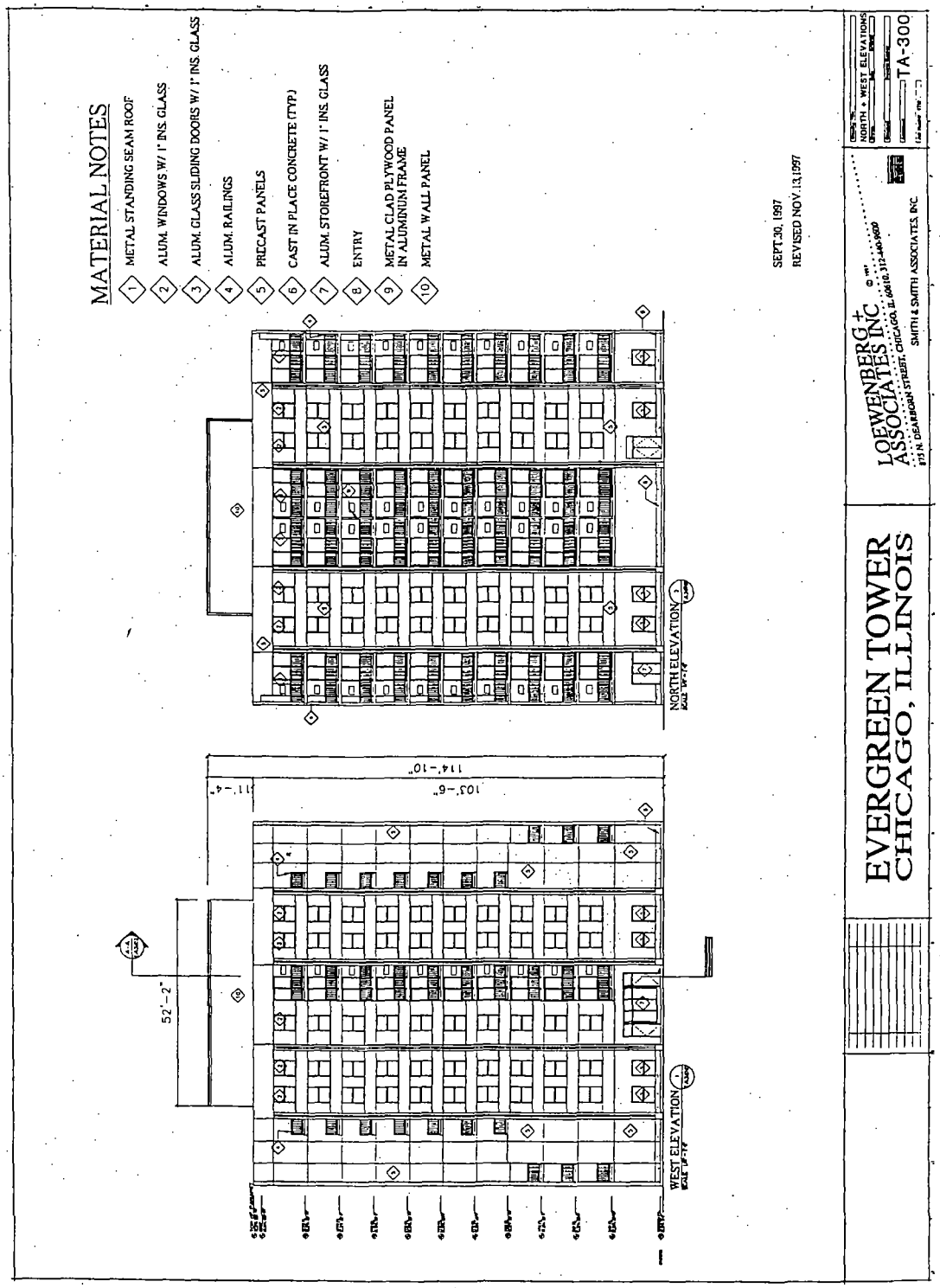
Site/Landscape Plan.



Building Elevation Drawings.
(Page 1 of 2)



Building Elevation Drawings.
(Page 2 of 2)



Reclassification Of Area Shown On Map Number 3-G.
(Application Number A-3800)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map Number 3-G in area 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,

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 12219)

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 3-G in area bounded by:

starting at a point being the south line of West Fry Street; the west line of North Lessing Street running south for a distance of 115 feet; and thence a line running northwest to a point 92 feet west of the west line of North Lessing Street to the point of beginning,

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 5-F.
(Application Number A-3504)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-4 General Retail District and B4-3 Restricted Service District symbols and indications as shown on Map Number 5-F in area bounded by:

West Belden Avenue; the alley next northeasterly of and parallel to North Lincoln Avenue; the alley next south of and parallel to West Belden Avenue; the alley next northeasterly of North Lincoln Avenue; the alley next north of and parallel to West Webster Avenue; North Larrabee Street; West Webster Avenue; a line 208.65 feet east of North Orchard Street; the alley next north of and parallel to West Webster Avenue; the alley next east of and parallel to North Orchard Street; the alley next southwesterly of and parallel to North Lincoln Avenue; the alley next north to the alley next north of and parallel to West Webster Avenue; and North Orchard Street,

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 5-F.
(Application Number A-3505)

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 5-F in area bounded by:

a line 89 feet north of West Dickens Avenue; the alley next east of and parallel to North Cleveland Avenue; West Dickens Avenue; a line 403 feet west of North Sedgwick Street; a line 39 feet south of West Dickens Avenue; a line 487.16 feet west of North Sedgwick Street; a line 48 feet south of West Dickens Avenue; North Lincoln Avenue; West Dickens Avenue; North Cleveland Avenue; a line 98 feet south of West Dickens Avenue; the alley next west of and parallel to North Cleveland Avenue; and West Dickens Avenue,

to 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 5-F.
(Application Number A-3506)

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 B4-4 Restricted Service District symbols and indications as shown on Map Number 5-F in area bounded by:

the alley next southwesterly of and parallel to North Lincoln Avenue, or the line thereof if extended where no alley exists; a line 166 feet east of North Cleveland Avenue; West Armitage Avenue; a line 116 feet east of North Cleveland Avenue; the alley next north of and parallel to West Armitage Avenue; and the alley next east of and parallel to North Cleveland Avenue,

to 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-F.
(Application Number A-3777)

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 5-F in area bounded by:

the alley next southwesterly of and parallel to North Lincoln Avenue; the northerly right-of-way line of West Belden Avenue; and North Halsted 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 5-F.
(Application Number A-3779)

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 5-F in area bounded by:

West Belden Avenue; North Orchard Street; the alley next south of and parallel to West Belden Avenue; the alley next southwesterly of and parallel to North Lincoln Avenue; the alley next east of and parallel to North Orchard Street; the alley next north of and parallel to West Webster Boulevard; a line 154 feet west of and the alley next west of and parallel to North Lincoln Avenue and perpendicular to West Webster Boulevard; West Webster Boulevard; the alley next east of and parallel to North Halsted Street; a line 194 feet north of West Webster Boulevard; North Halsted Street; a line 143 feet south of West Belden Avenue; and the alley next east of and parallel to North Halsted 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 5-F.
(As Amended)
(Application Number 12206)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the R7 Residence District symbols and indications as shown on Map Number 5-F in area bounded by:

a point 1,325 feet north of the northern curb line of LaSalle Drive; the eastern curb line of Stockton Drive; the southern curb line of LaSalle Drive; and the east curb line of North Clark Street,

to the designation of an Institutional Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number ___.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately five hundred fifty-one thousand eight hundred seventy-five (551,875) square feet of real property identified in the drawing attached hereto entitled "Property Line and Right-of-Way Adjustment Map". The property is owned by the Chicago Park District, an Illinois municipal corporation, and the City of Chicago. Authority to file this application has been granted to the Lincoln Park Society (the "Applicant").

2. This Plan of Development consists of these thirteen (13) statements; an Existing Zoning and Street Map; Property Line and Right-of-Way Adjustment Map; an Existing Land-Use Area Map; a Bulk Table; a Site Plan; an Upper Level Plan; a Lower Level Plan; and a Building Section Plan prepared by Walker Parking Consultants, all dated November 13, 1997 and a Landscape Plan and two (2) Elevation Plans prepared by BauerLatoza Studio, all dated November 13, 1997 (the "Plan of Development") which shall be kept on file with the Department of Planning and Development.

3. Landscaping shall be installed in substantial conformity with the two (2) landscape plans; however, notwithstanding anything contained in these plans, plant material installed immediately adjacent to the proposed improvement will provide screening three (3) feet above the top of the upper level parking deck.

4. The existing east leg of Stockton Drive contains one (1) northbound travel lane and parking lanes on either side. The conceptual plan for reconfiguration calls for one (1) travel lane in each direction, pull off areas for bus stops and a left turn bay for northbound traffic into the parking facility. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City after review and approval by the Commissioner of the Department of Planning and Development.

5. The following uses shall be permitted within this Planned Development: off-street parking, parkland and related accessory uses. The parking facility shall be used for the parking of passenger cars and small pickup trucks. No heavy commercial trucks shall be parked within said facility at any time.

6. Any ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Chicago Department of Transportation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Ingress and egress shall be subject to the review and approval of the Chicago Department of Transportation and Planning and Development.

7. The height of the proposed structures shall not exceed the height depicted on the building elevations referenced in Statement Number 2 hereof or any height restrictions imposed by the Federal Aviation Administration.

8. For purposes of determining maximum floor area ratio, the definition in the Chicago Zoning Ordinance shall apply.

9. Business identification signs and temporary construction and marketing signs may be permitted within the area delineated herein as "Institutional Planned Development" subject to the review and approval of the Department of Planning and Development.

10. The proposed improvements within the Planned Development shall be designed, constructed and maintained in substantial conformance with the exhibits described in Statement Number 2 hereof and the following:

    a. Adequate drainage shall be provided so as to permit run-off flow to an established City of Chicago sewer.

b. The Applicant shall be allowed to remove the existing forty-one (41) space lot depicted in the Existing Land-Use Area Map and seed the area.

c. Adequate lighting shall be maintained at the proposed parking facility. The City of Chicago reserves the right to request future adjustments to lighting levels.

d. No improvements, other than the removal of the west leg of North Stockton Drive, the reconfiguration of the east leg of North Stockton Drive and the construction of the improvements depicted in the site plan, shall be allowed within the area delineated in the Property Line and Right-of-Way Adjustment Map. The terms, conditions and exhibits of the Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein. Any such modification shall be deemed to be a minor change in the Planned Development ordinance as contemplated be Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of clauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks or an increase in the maximum percent of land covered.

11. The terms, conditions and exhibits of the Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein. Any such modification shall be deemed to be a minor change in the Planned Development ordinance as contemplated be Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of clauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks or an increase in the maximum percent of land covered.

12. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its affiliates, successors, assigns, grantees and lessees and, if different than the Applicant, the record owners of title. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the record owners of title.

13. Unless substantial construction has commenced within four (4) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first (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 R7 General Residential District classification.

[Existing Zoning and Street-Map; Property Line and Right-of-Way Adjustment Map; Existing Land-Use Area Map; Upper Level Plan; Lower Level Plan; Building Section Plan; Landscape Plan; and Elevation Drawings referred to in these Plan of Development Statements printed on pages 59285 through 59293 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development Number _____.

Lincoln Park Society

Proposed Parking Facility

Bulk Regulations And Data Table.

Gross Site Area:	551,875 square feet.
Net Site Area:	425,575 square feet.
Maximum Floor Area Ratio:	0.02.
Site Coverage:	In accordance with the Site Landscape Plans; the two stair towers will not exceed 2% of the footprint of the parking facility.
Maximum Number of Parking Spaces:	456.
Setbacks:	In accordance with the attached Site Plan.

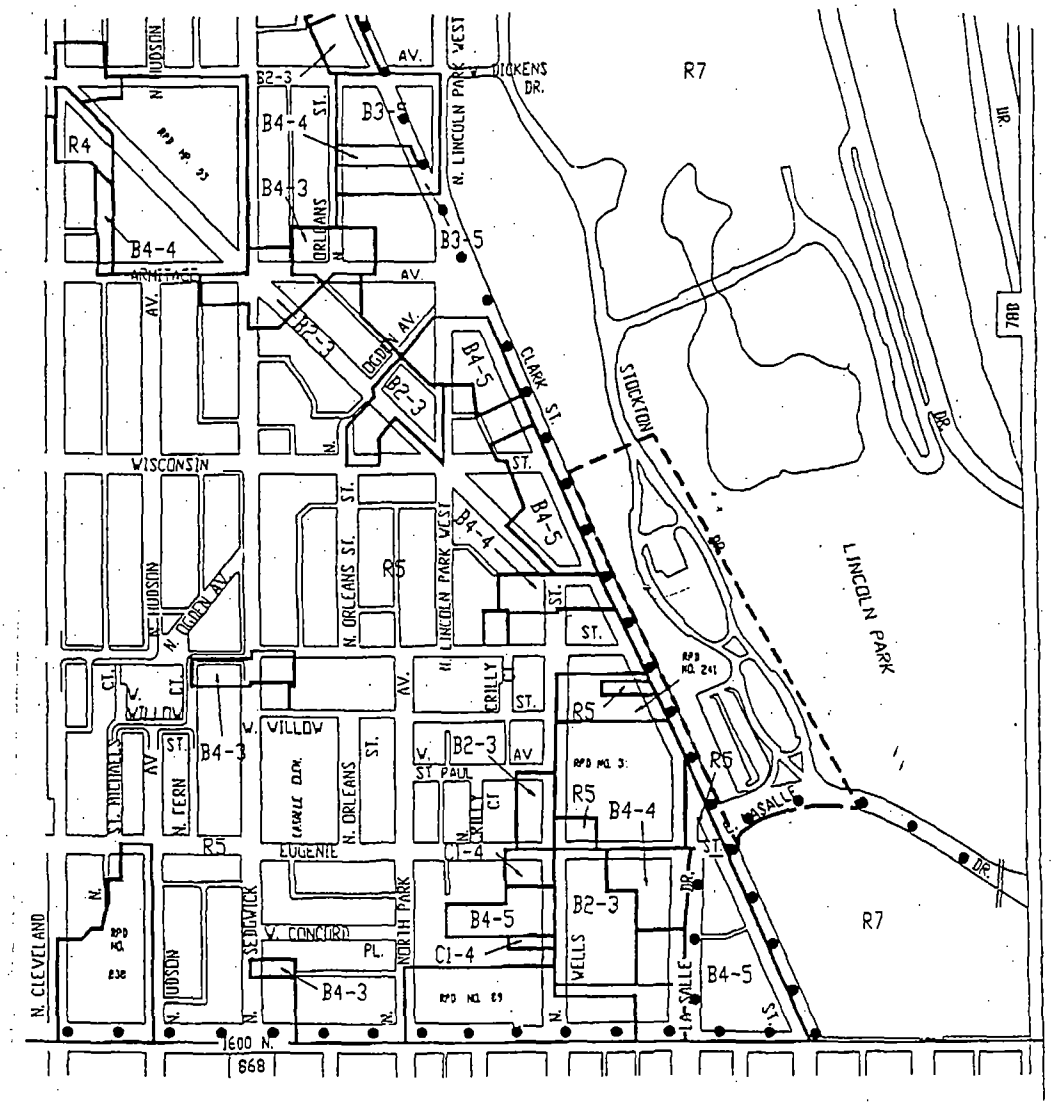
Reclassification Of Area Shown On Map Number 5-H.
(As Amended)
(Application Number 12199)

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-H in area bounded by:

(Continued on page 59294)

Existing Zoning And Street Map.



EXISTING ZONING & STREET MAP

NORTH

LEGEND

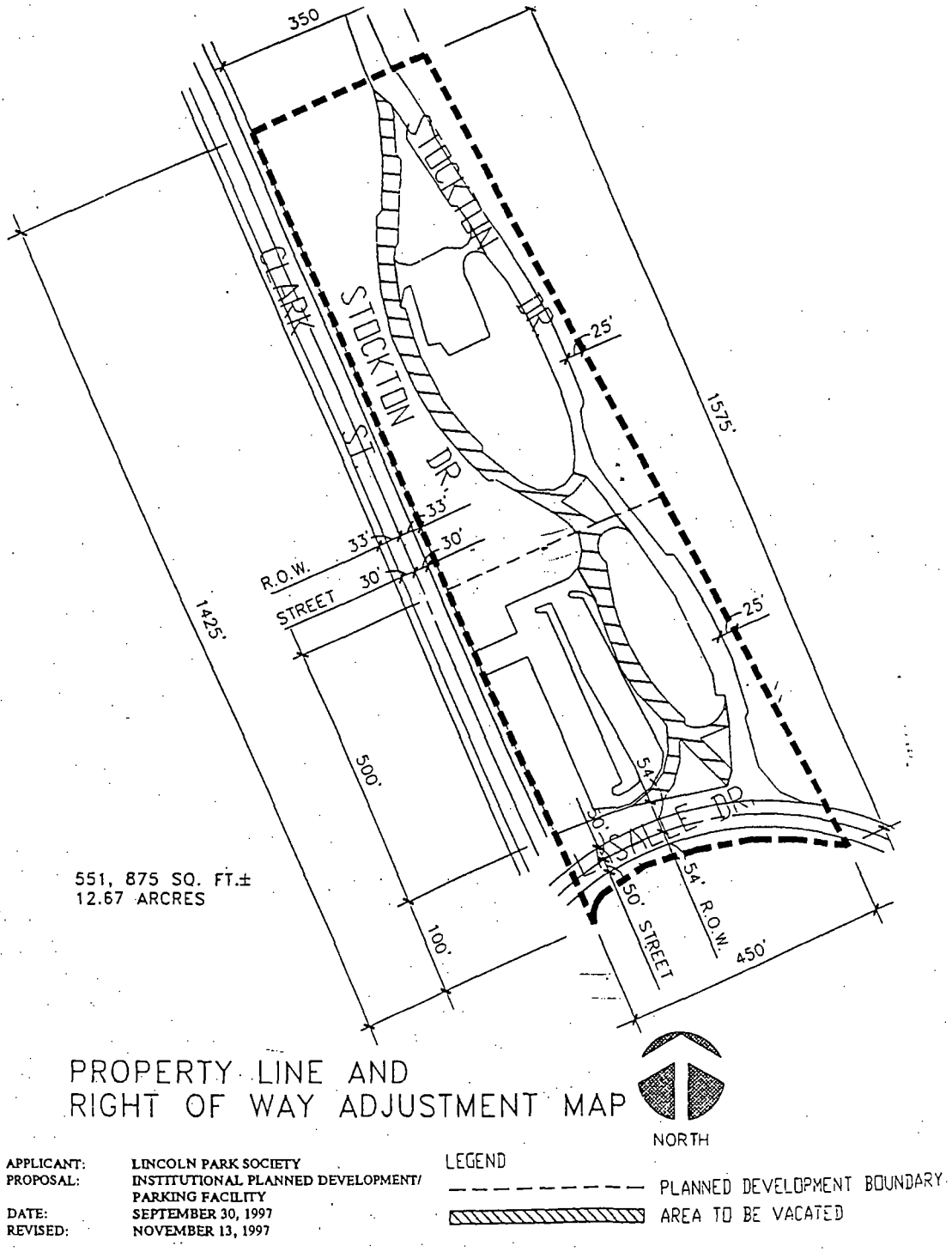
PLANNED DEVELOPMENT BOUNDARY

ZONING DISTRICT BOUNDARY

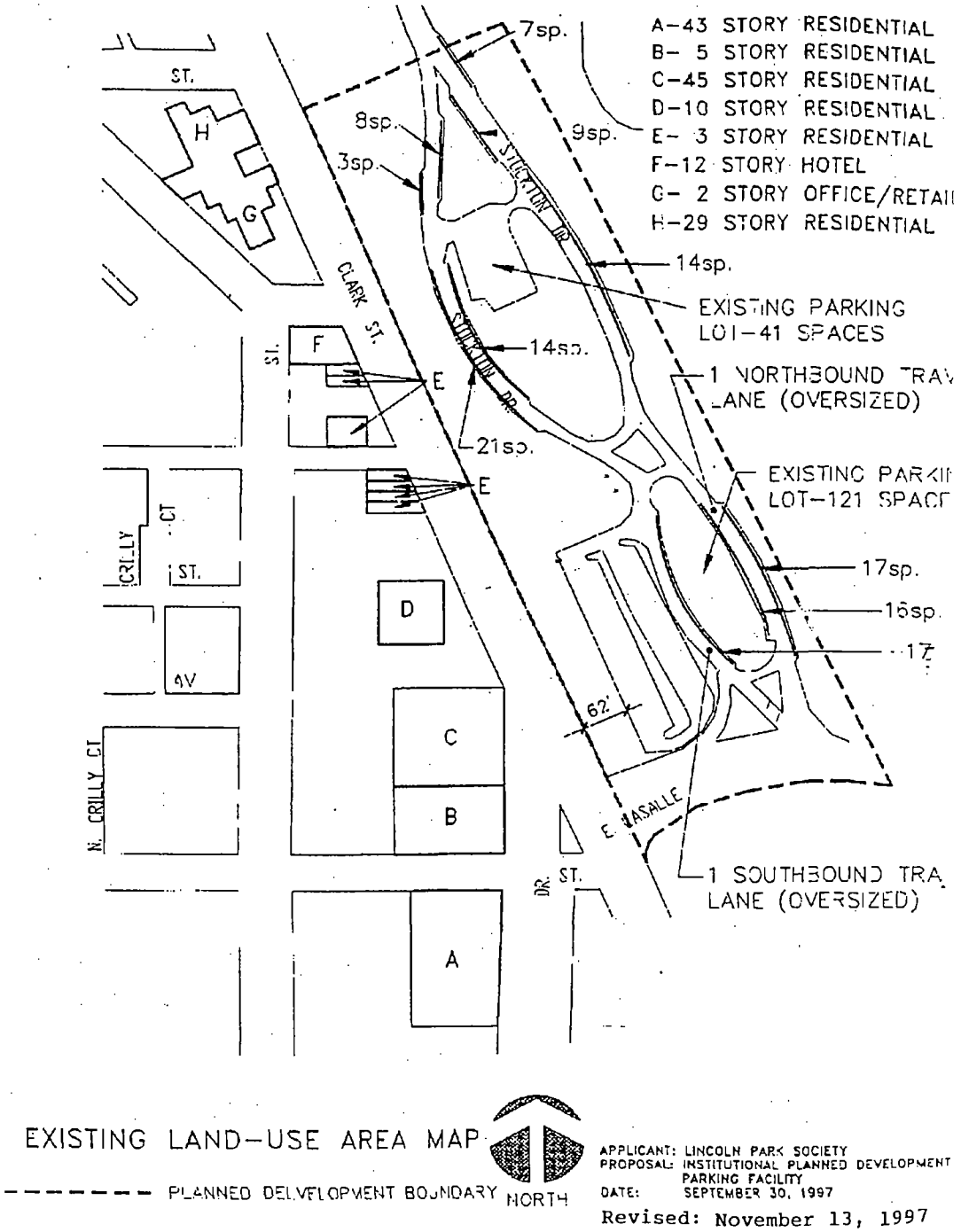
PREFERENTIAL STREETS

APPLICANT: LINCOLN PARK SOCIETY
PROPOSAL: INSTITUTIONAL PLANNED DEVELOPMENT/ PARKING FACILITY
DATE: SEPTEMBER 30, 1997
Revised: November 13, 1997

Property Line And Right-Of-Way Adjustment Map.



Existing Land-Use Area Map.



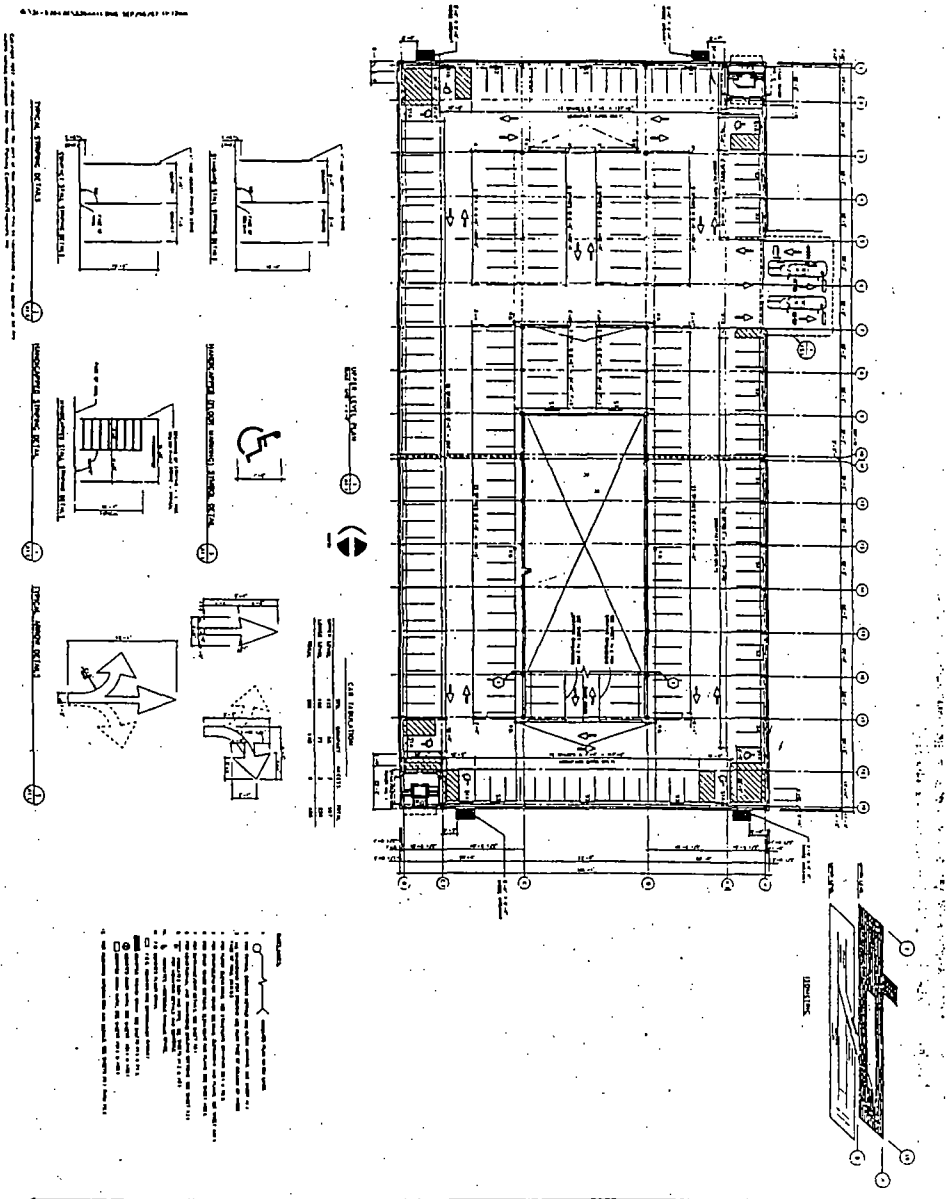
EXISTING LAND-USE AREA MAP

PLANNED DEVELOPMENT BOUNDARY

NORTH

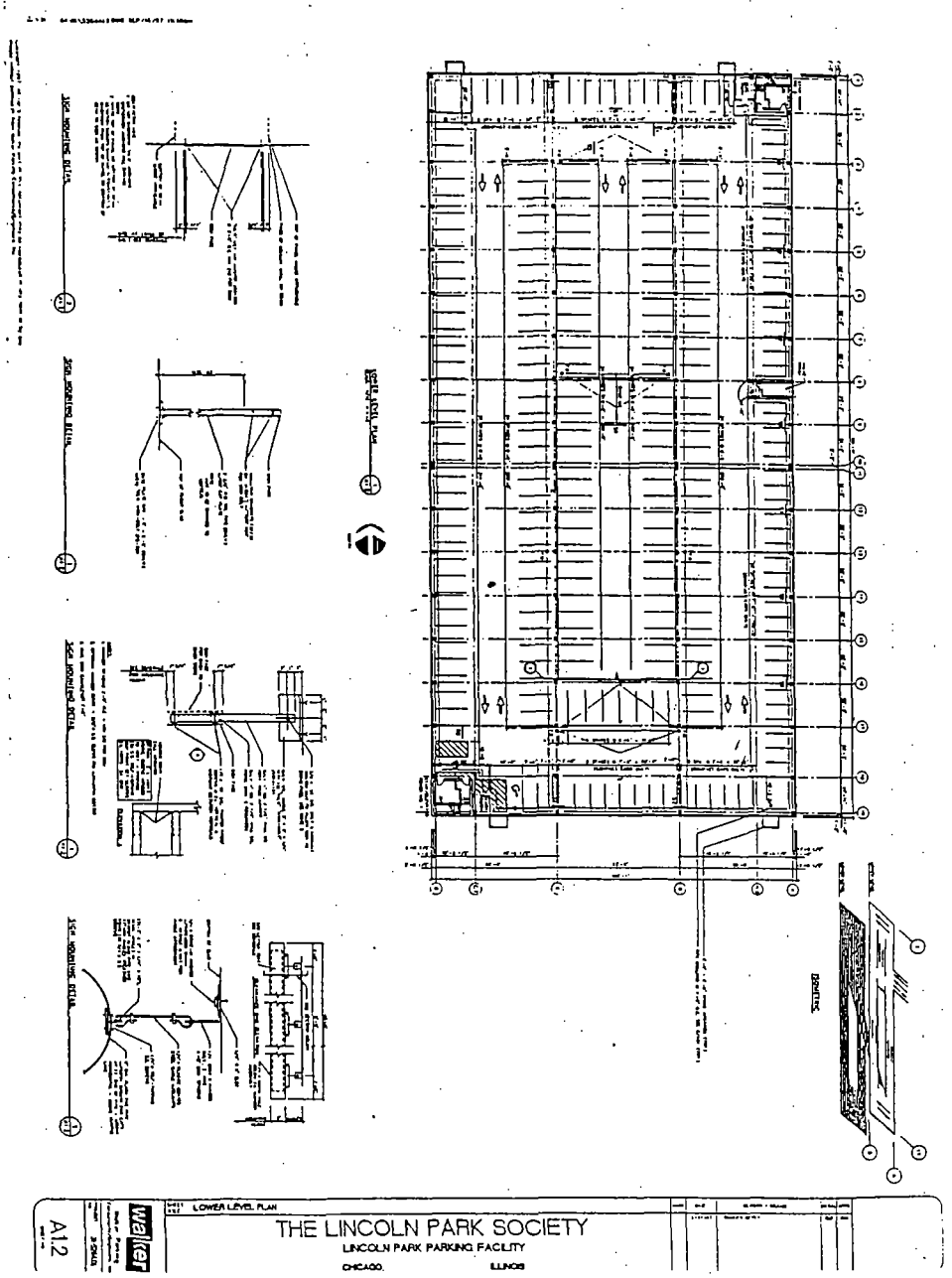
APPLICANT: LINCOLN PARK SOCIETY
PROPOSAL: INSTITUTIONAL PLANNED DEVELOPMENT PARKING FACILITY
DATE: SEPTEMBER 30, 1997
Revised: November 13, 1997

Upper Level Plan.



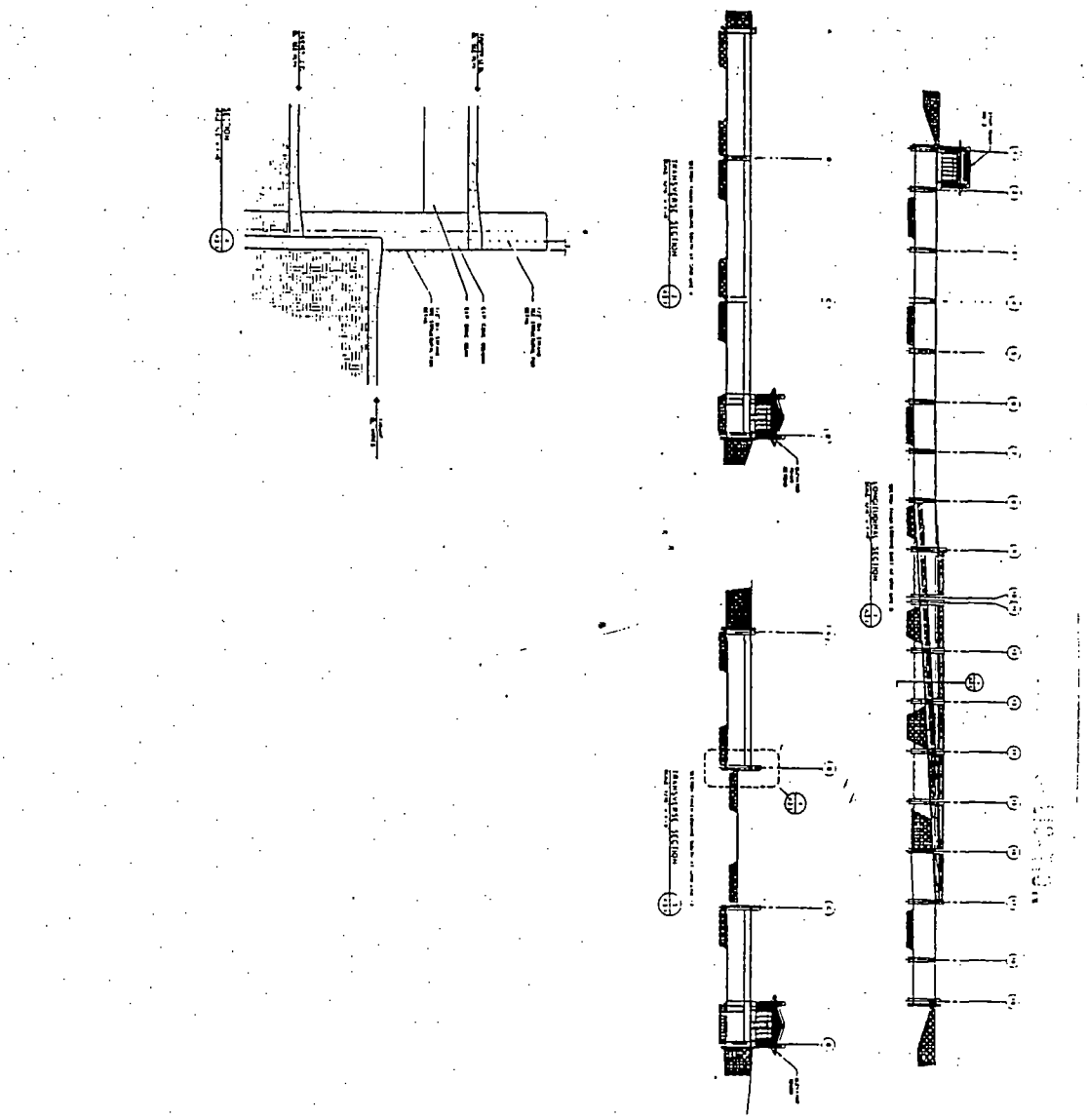
APPLICANT: LINCOLN PARK SOCIETY
PROPOSAL: INSTITUTIONAL PLANNED DEVELOPMENT/ PARKING FACILITY
DATE: SEPTEMBER 30, 1997
REVISED: NOVEMBER 13, 1997

Lower Level Plan.



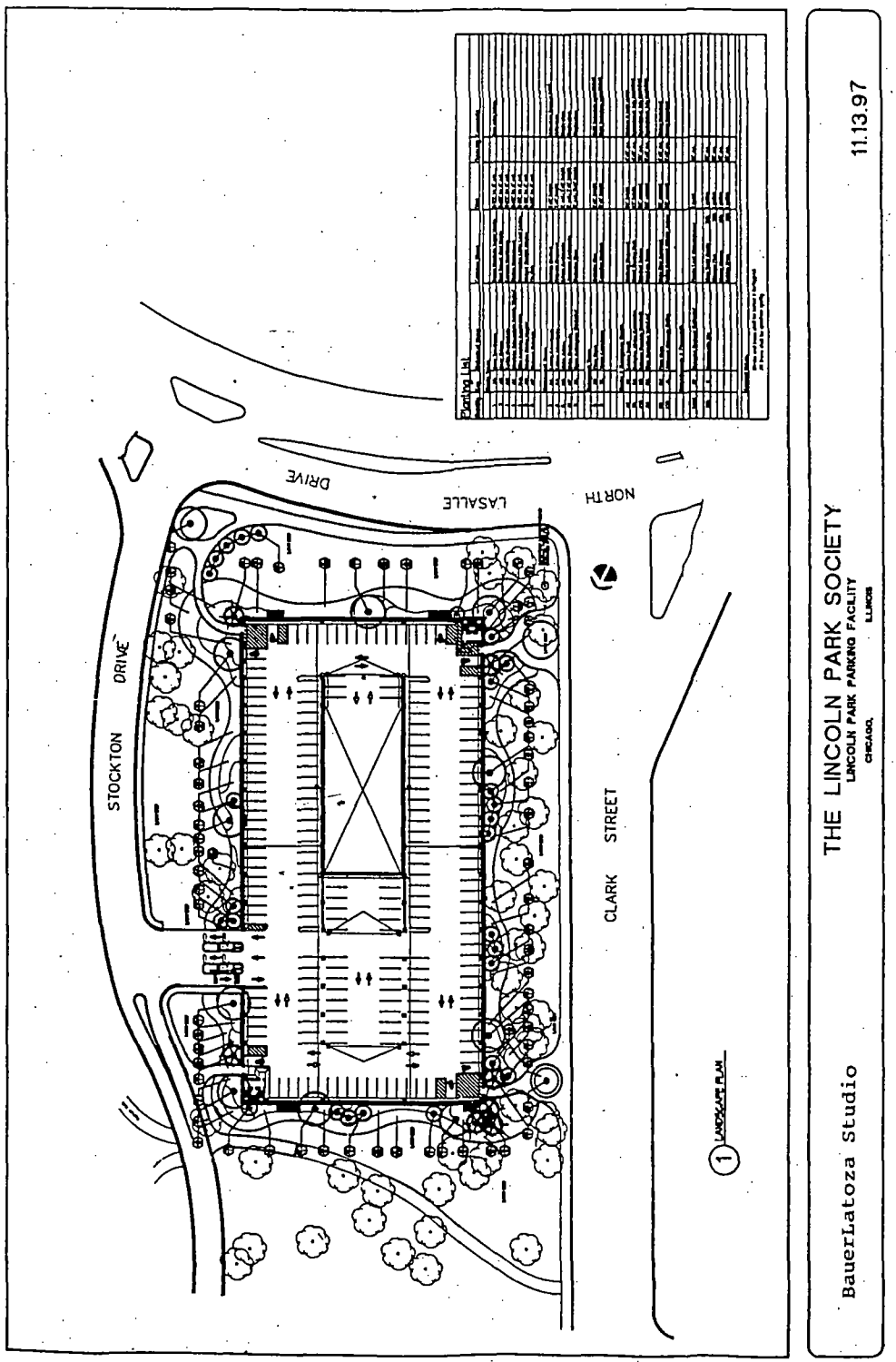
APPLICANT: LINCOLN PARK SOCIETY
PROPOSAL: INSTITUTIONAL PLANNED DEVELOPMENT/ PARKING FACILITY
DATE: SEPTEMBER 30, 1997
REVISED: NOVEMBER 13, 1997

Building Section Plan.

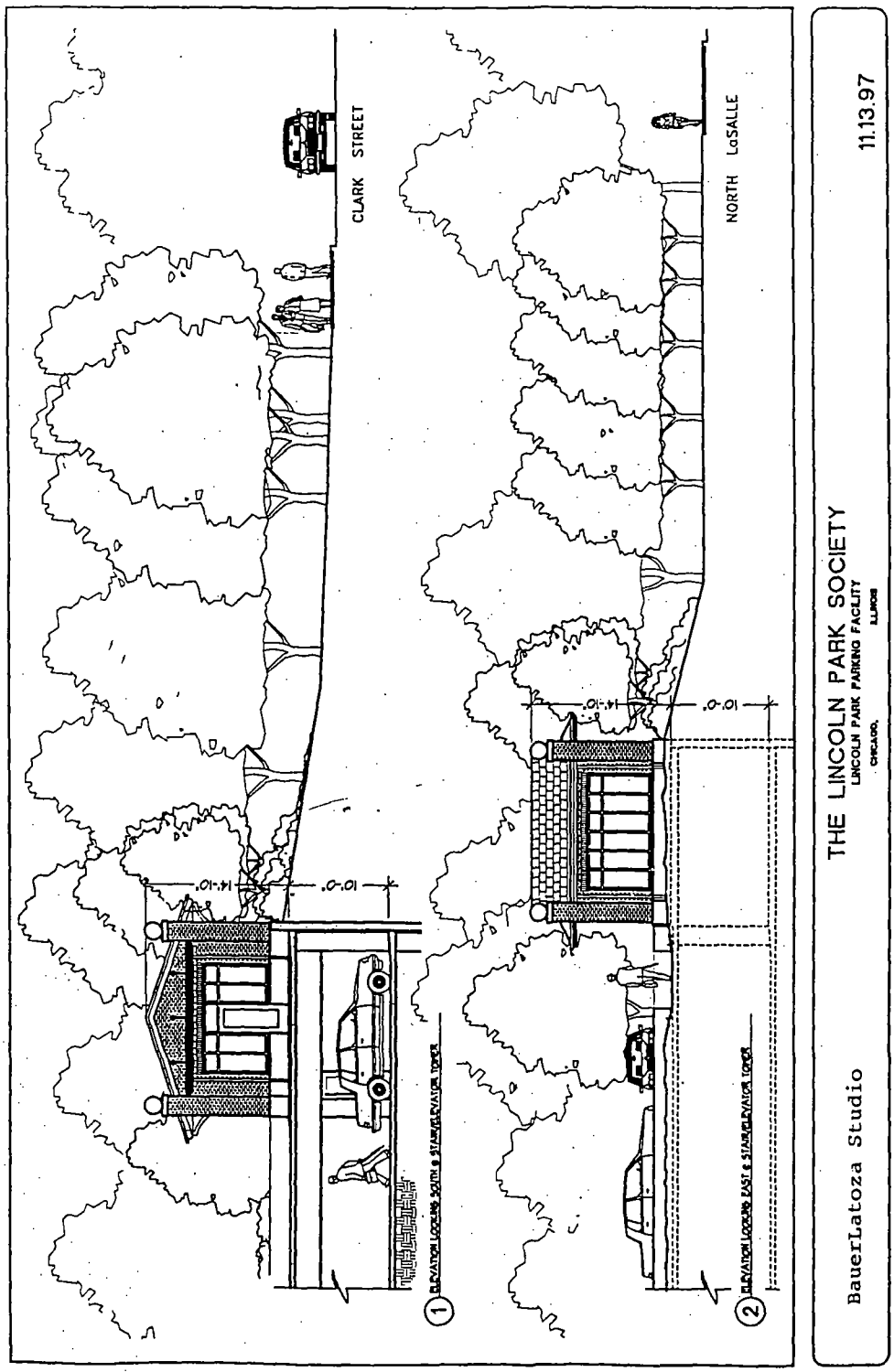


APPLICANT: LINCOLN PARK SOCIETY
PROPOSAL: INSTITUTIONAL PLANNED DEVELOPMENT/ PARKING FACILITY
DATE: SEPTEMBER 30, 1997
REVISED: NOVEMBER 13, 1997

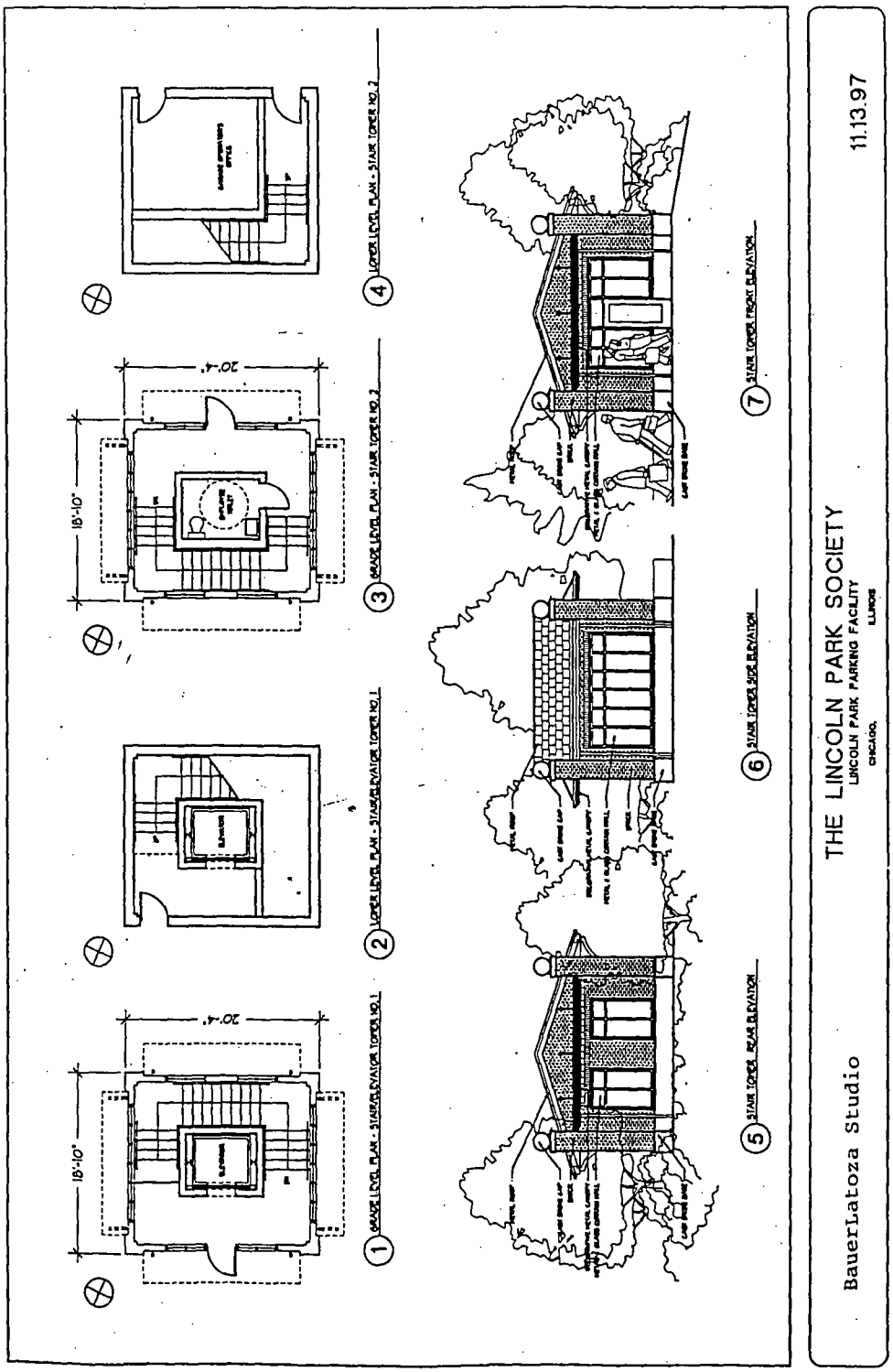
Landscape Plan.



Elevations.
(Page 1 of 2)



Elevations.
(Page 2 of 2)



(Continued from page 59284)

starting on the point being the west line of North Milwaukee Avenue; a line 114 feet north of the north line of West Bloomingdale Avenue, running southwest and perpendicular to the west line of North Milwaukee Avenue, running to the east line of the public alley next west of North Milwaukee Avenue; the east line of the public alley next west of North Milwaukee Avenue, running northwest for a distance of 66.0 feet; and a line running northeast and perpendicular to the west line of North Milwaukee Avenue, running for a distance of 100 feet to a point 180 feet north of the north line of West Bloomingdale Avenue, that being the point of beginning,

to those of a B2-1 Restricted Retail District and 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-J.
(Application Number A-3794)

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 and C1-2 Restricted Commercial District symbols and indications as shown on Map Number 5-J in area bounded by:

West Fullerton Avenue; North Springfield Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Pulaski Road,

to those of a B2-1 Restricted Retail District and corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-F.
(Application Number 12210)

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-F in area bounded by:

a line 198 feet south of West 29th Street; the alley next east of and parallel to South Canal Street; a line 223 feet south of West 29th Street; and South Canal Street,

to those of an R4 General Residence District and corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-I.
(Application Number 12216)

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-I in area bounded by:

a line 168.0 feet south of and parallel to West 26th Street; South Troy Street; a line 216 feet south of and parallel to West 26th Street; and the alley next west of and parallel to South Troy Street,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-J.
(Application Number A-3821)

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 6-J in area 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,

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 6-J.
(Application Number 12193)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 6-J in area bounded by:

West 25th Street; South Drake Avenue; a line 34.72 feet south of West 25th Street; and the alley next west of and parallel to South Drake Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number 12196)

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 area bounded by:

West Wrightwood Avenue; North Ashland Avenue; a line 54.78 feet north of and parallel to West Wrightwood Avenue: and a public alley next east of and parallel to North Ashland Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-H.
(As Amended)
(Application Number 12218)

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-H in area bounded by:

starting at a point being the west line of North Elston Avenue; the west line of the north/south alley east of North Western Avenue; the east/west line 137 feet south of the intersection of North Western Avenue and North Elston Avenue; and the east line of North Western Avenue to the point of beginning,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its

passage and due publication.

Reclassification Of Area Shown On Map Number 7-K.
(Application Number 12195)

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 7-K in area bounded by:

the alley next north of and parallel to West Fullerton Avenue; North Kostner Avenue; West Fullerton Avenue; and a line 253 feet west of North Kostner Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-E.
(Application Number 12220)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B2-3 Restricted Retail District symbols and indications as shown on Map Number 8-E in area bounded by:

the alley next north of and parallel to East 35th Street; a line 140.05 feet east of South Giles Avenue; East 35th Street; and South Giles Avenue,

to those of a B5-3 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-I.
(Application Number A-3797)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map Number 9-I in area bounded by:

West Addison Street; a line 1,270 feet west of North Western Avenue; a line 1,050.85 feet south of West Addison Street; North Campbell Avenue or the line thereof if extended where no street exists; a line 200 feet north of West Belmont Avenue; a line 225 feet west of North Campbell Avenue; West Belmont Avenue; and the north branch of the Chicago River,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-K.
(Application Number 12222)

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 9-K in area bounded by:

the public alley next south of and parallel to West Roscoe Street; the public alley next west of and parallel to North Pulaski Road; the public alley next northeast of and parallel to North Milwaukee Avenue; and a line 150 feet west of and parallel to the public alley next west of and parallel to North 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 9-N.
(Application Number A-3828)

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 9-N in area bounded by:

the alley next north of and parallel to West Belmont Avenue; North Newcastle Avenue; West Belmont Avenue; and a line 169 feet east of West New England 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 Numbers 11-G And 11-H.
(Application Number A-3796)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 and R5 General Residence Districts, C2-2 General Commercial District symbols and indications as shown on Map Numbers 11-G and 11-H in area bounded by:

a line 156 feet south of West Lawrence Avenue; the alley next west of and parallel to North Clark Street; the alley next north of and parallel to West Leland Avenue; North Clark Street; North Greenview Avenue, or the line thereof if extended where no street exists; West Wilson Avenue; the alley next east of and parallel to North Ashland Avenue; a line 42 feet north of West Montrose Avenue; North Ashland Avenue; the alley next north of and parallel to West Montrose Avenue; the alley next west of and parallel to North Ashland Avenue; West Wilson Avenue; and North Ashland Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-H.
(Application Number A-3729)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 11-H in area bounded by:

the alley next north of and parallel to West Montrose Avenue; the alley next east of and parallel to North Hamilton Avenue; the alley next north of and parallel to West Montrose Avenue; the alley next west of and parallel to North Seeley Avenue; the alley next north of and parallel to West Montrose Avenue; North Seeley Avenue; West Montrose Avenue; a line 140 feet west of the alley next west of and parallel to North Damen Avenue; the alley next south of and parallel to West Montrose Avenue; the alley next northeasterly of and parallel to North Lincoln Avenue; West Montrose Avenue; and a line 49 feet east of North Leavitt 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 11-M.
(Application Number 12209)

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 11-M in area bounded by:

the public alley next north of and parallel to West Irving Park Road; North Monitor Avenue; West Irving Park Road; and a line 66.44 feet west of and parallel to North Monitor Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 12-K.
(Application Number A-3791)

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 12-K in area bounded by:

a line 55.0 feet south of and parallel to West 50th Street; the alley next east of and parallel to South Keeler Avenue; a line 85.0 feet south of and parallel to West 50th Street; and South Keeler 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-M.
(Application Number 11613)

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 13-M in area bounded by:

the alley next north of and parallel to West Higgins Road; North Central Avenue; West Higgins Road; and a line 150 feet long perpendicular to West Higgins Road, beginning at a point 101.39 feet west of the intersection of the north line of West Higgins Road with the west line of North Central 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 14-G.
(Application Number A-3790)

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 14-G in area bounded by:

West 60th Street; a line 133 feet east of South Justine Street; a line 225 feet south of West 60th Street; and South Justine Street,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-H.
(As Amended)
(Application Number 12135)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all M1-1 and M1-2 Restricted Manufacturing District and M2-2 General Manufacturing District symbols and indications as shown on Map Number 14-H in area bounded by:

that part of the Consolidated Rail Corporation (formerly the Philadelphia, Baltimore and Washington Railroad Company) right-of-way lying in the west half of Section 18 and in the northwest quarter of Section 19, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at a point of intersection of the north line of Lot 1 in Block 5 in Garfield Avenue Subdivision (being also the southerly right-of-way line of West 56th Street) extended westerly, with the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly right-of-way line, being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 to a point 1,694.8 feet, more or less, south of the north line of the northwest quarter of said Section 18, said point being the northwest corner of a parcel of land conveyed by warranty deed recorded March 5, 1932 as Document Number 11055397; thence southeasterly along the

northeasterly line of said Document Number 11055397 a distance of 181.468 feet, more or less, to a point 257.85 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18; thence continuing southeasterly along the northeasterly line of said Document Number 11055397 a distance of 135.157 feet, more or less, to a point 1,986.8 feet, more or less, south of the north line and 319.17 feet, more or less, normally distant east of the west line the east half of the northwest quarter of said Section 18 (said point being 20 feet, more or less, east of and 24.06 feet, more or less, south of the intersection of the west line of South Hamilton Avenue and the north line of West 58th Street according to Dewey's Subdivision); thence easterly along a line parallel with the north line of the northwest quarter of said Section 18 a distance of 170.83 feet, more or less, to a point of intersection with the west line of an alley lying 16 feet west of the west line of Block 13 in Dewey's Subdivision, extended northerly; thence southerly along the west line of said alley to a point of intersection with the south line of Block 13 in Dewey's Subdivision, extended westerly; thence easterly along the said extension of the south line of Block 13 a distance of 16 feet, more or less, to the southwest corner of Lot 10 in Block 13 in Dewey's Subdivision; thence continuing easterly along the south line of Lot 10 in said Block 13 a distance of 125.1 feet, more or less, to the southeast corner of Lot 10 in Block 13, being also a point on the west line of South Hoyne Avenue; thence southerly along the west line of South Hoyne Avenue, being also a southerly extension of the east line of said Block 13 a distance of 66 feet, more or less, to the northeast corner of Lot 1 in Block 18 in Dewey's Subdivision; thence continuing southerly along the east line of Lots 1 through 6, inclusive, in Block 18 and the southerly extension thereof, being also the west line of South Hoyne Avenue, a distance of 167.0 feet, more or less, to the northeast corner of Lot 7 in said Block 18; thence westerly along the north line of Lots 7 and 8 in Block 18 a distance of 49.97 feet, more or less, to the northeast corner of Lot 9 in said Block 18; thence southerly along the east line of Lot 9 in said Block 18 a distance of 123.0 feet, more or less, to the southeast corner of Lot 9, being also a point on the north line of West 59th Street; thence southerly along the southerly extension of the east line of said Lot 9 a distance of 66 feet, more or less, to a point of intersection with the south line of West 59th Street, said point being 33 feet, more or less, normally distant south of the north line of the southwest quarter of said Section 18; thence easterly along the south line of West 59th Street, being 33 feet, more or less, normally distant south and parallel with the north line of the southwest quarter of said Section 18 to a point 124.77 feet, more or less (as measured along the north line of the southwest quarter of said Section 18) easterly of a point of intersection with the east line of South Hoyne Avenue, extended southerly; thence southerly along a line lying 124.69 feet, more or less, easterly of the east line of South Hoyne Avenue

extended northerly, to a point of intersection with the centerline of West 61st Street, to the most northerly point of a parcel of land designated as Parcel Number IL B10h 08-6 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number IL B10h 08-6, being 15 feet radially distant southeasterly and concentric with the centerline of Track Number 24 of the Philadelphia, Baltimore and Washington Railroad Company, as it was located on November 28, 1975, a distance of 435 feet, more or less, to the southwest corner of Parcel Number IL B10h 08-6; thence southerly along the west line of South Hoyne Avenue to a point 830 feet, more or less, north of the point of intersection with the north line of the first alley north of West 63rd Street, being also the most northerly point of a parcel of land designated as Parcel Number ILB 10h 07-4 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number ILB 10h 07-4 a distance of 875 feet, more or less, to the southwest corner of Parcel Number ILB 10h 07-4, said point being 275 feet, more or less, west of the intersection of the north line of the first alley north of West 63rd Street with the west line of South Hoyne Avenue, being a point on the east line of South Hamilton Avenue according to said document; thence westerly along the westerly extension of the said north line of the first alley north of West 63rd Street to a point 25 feet, more or less, normally distant east of the west line of vacated South Hamilton Avenue; thence southerly along a line 25 feet, more or less, normally distant east and parallel with the said west line of vacated South Hamilton Avenue a distance of 141 feet, more or less, to a point of intersection with the north line of West 63rd Street, extended easterly; thence westerly along the said extended north line of West 63rd Street and along the north line of West 63rd Street a distance of 85 feet, more or less; thence southwesterly 85.7 feet, more or less, to a point 81.4 feet, more or less, westerly of the west line of South Hamilton Avenue, as measured along the south line of West 63rd Street; thence westerly along the south line of West 63rd Street to the west right-of-way of the Consolidated Rail Corporation, said point being 50 feet normally distant west of the original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way; thence northerly along the said west right-of-way line of the Consolidated Rail Corporation, being 50 feet normally distant west and parallel with the said original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way a distance of 83 feet, more or less to the north line of West 63rd Street; thence westerly along the north line of West 63rd Street a distance of 35 feet, more or less, to a point 50 feet, more or less, normally distant easterly of the westerly line of the Consolidated Rail Corporation right-of-way; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 597 feet, more or less, to a point on a 1,697.42

foot, more or less, radius curve; thence northerly along said 1,697.42 foot, more or less, radius curve, concave northeasterly and 50 feet, more or less, radially distant easterly and concentric with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 360 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance of 3,044 feet, more or less, to a point on a 2,456.31 foot, more or less, radius curve; thence northerly along said 2,456.31 foot, more or less, radius curve, concave easterly and 50 feet, more or less, radially distant easterly and concentric with the west line of the Consolidated Rail Corporation right-of-way a distance of 707 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance of 4 feet, more or less to a point 60 feet, more or less, normally distant north of the north line of West 56th Street, extended westerly; thence easterly along a line 60 feet, more or less, normally distant north and parallel with the north line of West 56th Street, extended westerly a distance of 419 feet, more or less, to a point 200 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18, being also a point on the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company), being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 a distance of 126 feet, more or less, to the point of beginning,

to those of an M3-2 Heavy Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be further amended by changing all the M3-2 Heavy Manufacturing District symbols and indications in the area bounded by:

that part of the Consolidated Rail Corporation (formerly the Philadelphia, Baltimore and Washington Railroad Company) right-of-way lying in the west half of Section 18 and in the northwest quarter of Section 19, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at a point of intersection of the north line of Lot 1 in Block 5 in Garfield Avenue Subdivision (being also the southerly right-of-way line of West 56th Street) extended westerly, with the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly right-of-way line, being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 to a point 1,694.8 feet, more or less, south of the north line of the northwest quarter of said Section 18, said point being the northwest corner of a parcel of land conveyed by warranty deed recorded March 5, 1932 as Document Number 11055397; thence southeasterly along the northeasterly line of said Document Number 11055397 a distance of 181.468 feet, more or less, to a point 257.85 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18; thence continuing southeasterly along the northeasterly line of said Document Number 11055397 a distance of 135.157 feet, more or less, to a point 1,986.8 feet, more or less, south of the north line and 319.17 feet, more or less, normally distant east of the west line the east half of the northwest quarter of said Section 18 (said point being 20 feet, more or less, east of and 24.06 feet, more or less, south of the intersection of the west line of South Hamilton Avenue and the north line of West 58th Street according to Dewey's Subdivision); thence easterly along a line parallel with the north line of the northwest quarter of said Section 18 a distance of 170.83 feet, more or less, to a point of intersection with the west line of an alley lying 16 feet west of the west line of Block 13 in Dewey's Subdivision, extended northerly; thence southerly along the west line of said alley to a point of intersection with the south line of Block 13 in Dewey's Subdivision, extended westerly; thence easterly along the said extension of the south line of Block 13 a distance of 16 feet, more or less, to the southwest corner of Lot 10 in Block 13 in Dewey's Subdivision; thence continuing easterly along the south line of Lot 10 in said Block 13 a distance of 125.1 feet, more or less, to the southeast corner of Lot 10 in Block 13, being also a point on the west line of South Hoyne Avenue; thence southerly along the west line of South Hoyne Avenue, being also a southerly extension of the east line of said Block 13 a distance of 66 feet, more or less, to the northeast corner of Lot 1 in Block 18 in Dewey's Subdivision; thence continuing southerly along the east line of Lots 1 through 6, inclusive, in Block 18 and the southerly extension thereof, being also the west line of South Hoyne Avenue, a distance of 167.0 feet, more or less, to the northeast corner of Lot 7 in said Block 18; thence westerly along the north line

South Hoyne Avenue, a distance of 167.0 feet, more or less, to the northeast corner of Lot 7 in said Block 18; thence westerly along the north line of Lots 7 and 8 in Block 18 a distance of 49.97 feet, more or less, to the northeast corner of Lot 9 in said Block 18; thence southerly along the east line of Lot 9 in said Block 18 a distance of 123.0 feet, more or less, to the southeast corner of Lot 9, being also a point on the north line of West 59th Street; thence southerly along the southerly extension of the east line of said Lot 9 a distance of 66 feet, more or less, to a point of intersection with the south line of West 59th Street, said point being 33 feet, more or less, normally distant south of the north line of the southwest quarter of said Section 18; thence easterly along the south line of West 59th Street, being 33 feet, more or less, normally distant south and parallel with the north line of the southwest quarter of said Section 18 to a point 124.77 feet, more or less (as measured along the north line of the southwest quarter of said Section 18) easterly of a point of intersection with the east line of South Hoyne Avenue, extended southerly; thence southerly along a line lying 124.69 feet, more or less, easterly of the east line of South Hoyne Avenue extended northerly, to a point of intersection with the centerline of West 61st Street, to the most northerly point of a parcel of land designated as Parcel Number IL B10h 08-6 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number IL B10h 08-6, being 15 feet radially distant southeasterly and concentric with the centerline of Track Number 24 of the Philadelphia, Baltimore and Washington Railroad Company, as it was located on November 28, 1975, a distance of 435 feet, more or less, to the southwest corner of Parcel Number IL B10h 08-6; thence southerly along the west line of South Hoyne Avenue to a point 830 feet, more or less, north of the point of intersection with the north line of the first alley north of West 63rd Street, being also the most northerly point of a parcel of land designated as Parcel Number ILB 10h 07-4 and recorded as Document Number 25027856; thence southwesterly along the westerly line of said Parcel Number ILB 10h 07-4 a distance of 875 feet, more or less, to the southwest corner of Parcel Number ILB 10h 07-4, said point being 275 feet, more or less, west of the intersection of the north line of the first alley north of West 63rd Street with the west line of South Hoyne Avenue, being a point on the east line of South Hamilton Avenue according to said document; thence westerly along the westerly extension of the said north line of the first alley north of West 63rd Street to a point 25 feet, more or less, normally distant east of the west line of vacated South Hamilton Avenue; thence southerly along a line 25 feet, more or less, normally distant east and parallel with the said west line of vacated South Hamilton Avenue a distance of 141 feet, more or less, to a point of intersection with the north line of West 63rd Street, extended easterly; thence westerly along the said extended north line of West 63rd Street and along the north line of West 63rd Street a distance of 85 feet, more or less; thence southwesterly 85.7 feet, more or less, to a point 81.4 fet,

more or less, westerly of the west line of South Hamilton Avenue, as measured along the south line of West 63rd Street; thence westerly along the south line of West 63rd Street to the west right-of-way of the Consolidated Rail Corporation, said point being 50 feet normally distant west of the original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way; thence northerly along the said west right-of-way line of the Consolidated Rail Corporation, being 50 feet normally distant west and parallel with the said original centerline of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company right-of-way a distance of 83 feet, more or less to the north line of West 63rd Street; thence westerly along the north line of West 63rd Street a distance of 35 feet, more or less, to a point 50 feet, more or less, normally distant easterly of the westerly line of the Consolidated Rail Corporation right-of-way; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 597 feet, more or less, to a point on a 1,697.42 foot, more or less, radius curve; thence northerly along said 1,697.42 foot, more or less, radius curve, concave northeasterly and 50 feet, more or less, radially distant easterly and concentric with the westerly line of the Consolidated Rail Corporation right-of-way a distance of 360 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance of 3,044 feet, more or less, to a point on a 2,456.31 foot, more or less, radius curve; thence northerly along said 2,456.31 foot, more or less, radius curve, concave easterly and 50 feet, more or less, radially distant easterly and concentric with the west line of the Consolidated Rail Corporation right-of-way a distance of 707 feet, more or less; thence northerly along a line 50 feet, more or less, normally distant easterly and parallel with the west line of the Consolidated Rail Corporation right-of-way a distance 4 feet, more or less to a point 60 feet, more or less, normally distant north of the north line of West 56th Street, extended westerly; thence easterly along a line 60 feet, more or less, normally distant north and parallel with the north line of West 56th Street, extended westerly a distance of 419 feet, more or less, to a point 200 feet, more or less, normally distant east of the west line of the east half of the northwest quarter of said Section 18, being also a point on the easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company); thence southerly along the said easterly line of the Consolidated Rail Corporation right-of-way (formerly the Englewood Connecting Railway Company), being 200 feet, more or less, normally distant east and parallel with the west line of the east half of the northwest quarter of said Section 18 a distance of 126 feet, more or less, to the point of beginning,to the designation of a Manufacturing Planned Development and corresponding use districts are hereby established in the above area 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:

Manufacturing Planned Development.

Plan Of Development Statements.

1. The area delineated herein as manufacturing planned development (the "Planned Development") consists of approximately three million six hundred seventy- three thousand seven hundred sixty-four and twenty one-hundredths (3,673,764.20) square feet (approximately eighty-four and thirty-four one-hundredths (84.34) acres) of real property which is depicted on the attached Property Line Map and Right-of-Way Adjustment Map (the "Property"). The Applicant, CSX Intermodal, Inc., a Delaware corporation (the "Applicant"), is in the process of acquiring the subject property through a merger with the current owner, Consolidated Rail Corporation, a Pennsylvania corporation. The Property is controlled by the Applicant.

2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way, or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, or its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be

4. This Planned Development consists of these fourteen (14) statements, a Bulk Regulations and Data Table; an Existing Zoning and Street System Map; an Existing Land-Use Area Map; a Site Plan; a Landscape Plan; a Gateway Intersection Plan; an Elevations Canopy Plan; Elevation Gate/Administration Building Plan and a Property Line Map and Right-of-Way Adjustment Map. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a manufacturing planned development.

5. The permitted uses in the Planned Development are an intermodal facility, railroad and water freight terminals, railroad switching and classification yards, repair shops and roundhouses and accessory uses.

6. Identification and other necessary signs shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs, shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development, subject to the review and approval of the Departments of Transportation and Planning and Development.

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. The primary means of ingress and egress to the Property will be located at the intersection of West 59th Street and South Hoyne Avenue. A secondary means of ingress and egress to the Property will be provided from West 71st Street through CSX rail land. In addition, ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.

9. The height restriction of any building or any appurtenance attached thereto shall, in addition to the Building Elevations and the Bulk Regulations and Data Table, be subject to limitations approved by the Federal Aviation Administration.

10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

11. Improvements on the Property, including landscaping and all entrances and exits, shall be designed and installed in substantial conformance with the Site Plan, Landscape Plan, Gateway Intersection Plan, Elevations Canopy Plan, Elevation Gate/Administration Building Plan and Bulk Regulations and Data Table, attached hereto and made a part hereof.

12. Applicant recognizes that the subject property is located within the 60th and Western Redevelopment Project Area ("Project Area") which has been designated pursuant to the Tax Increment Allocation Redevelopment Act, and further supports the policy of the City of Chicago of facilitating the redevelopment of vacant and underutilized land with new commercial and industrial facilities, and acknowledges that the foregoing policy is in furtherance of a public purpose and that such development would also encourage development in the surrounding area of such uses and those related thereto, including retail and residential. Applicant desires and intends to assist the City of Chicago in the accomplishment of its announced public purpose to encourage commercial, retail, and industrial development within the Project Area and the surrounding area which would have benefited from the redevelopment of the Project Area, by contributing an initial sum of One Million and no/100 Dollars ($1,000,000.00), and additional sums to be paid pursuant to a contract to be entered into between the Applicant and the City of Chicago (the "Neighborhood Investment Fund Agreement").

The Commissioner of Planning and Development is hereby authorized to accept payment of the above-mentioned contribution and to enter into and execute a contract between the Applicant and the City of Chicago, subject to approval by the Corporation Counsel, which will specify how the payments are to be made.

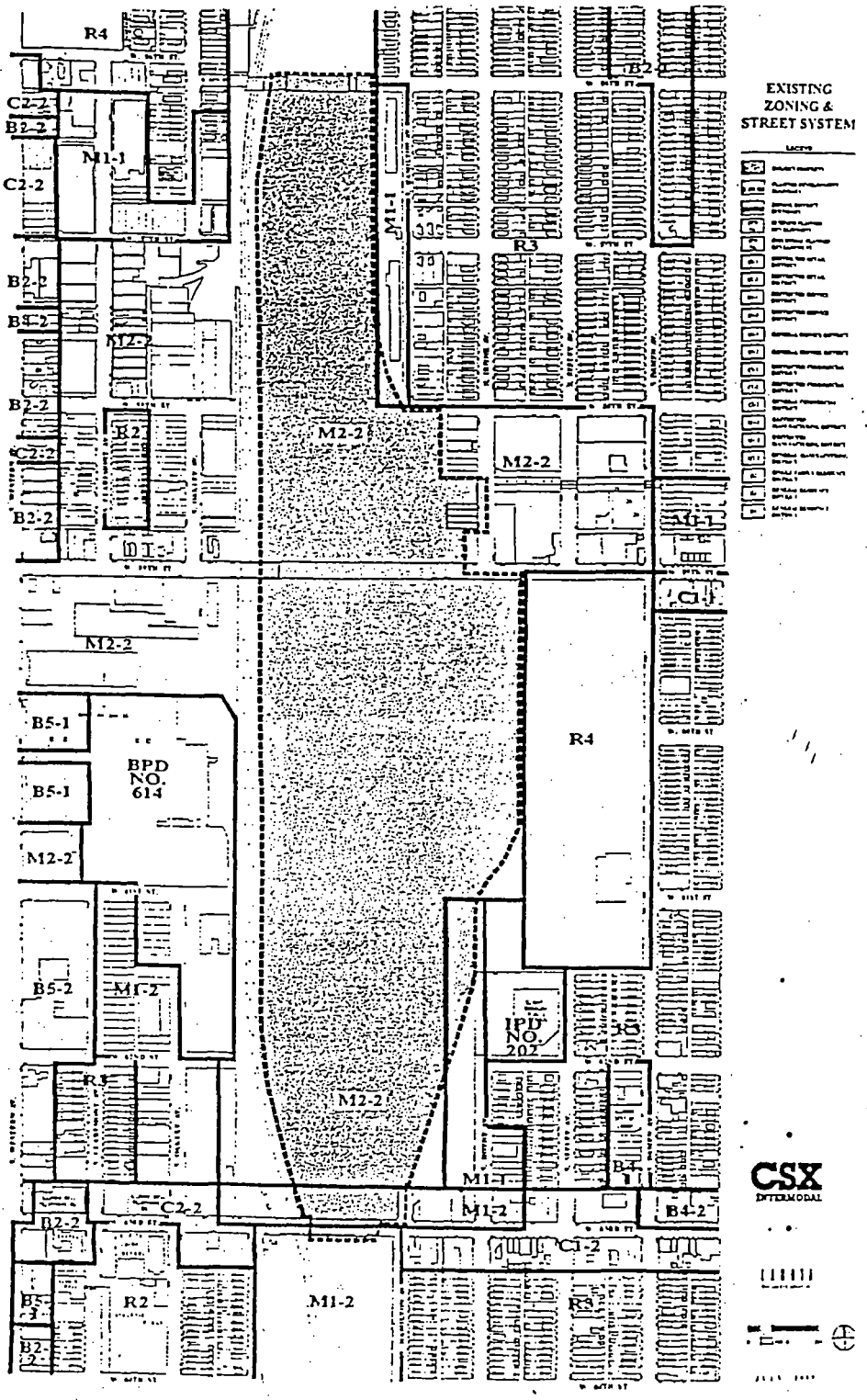
13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within five (5) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, or if CSX elects to terminate the Neighborhood Investment Fund Agreement, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first (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 M1-1 and M1-2 Restricted Manufacturing Districts and M2-2 General Manufacturing District as depicted on the Existing Zoning and Street System Map.

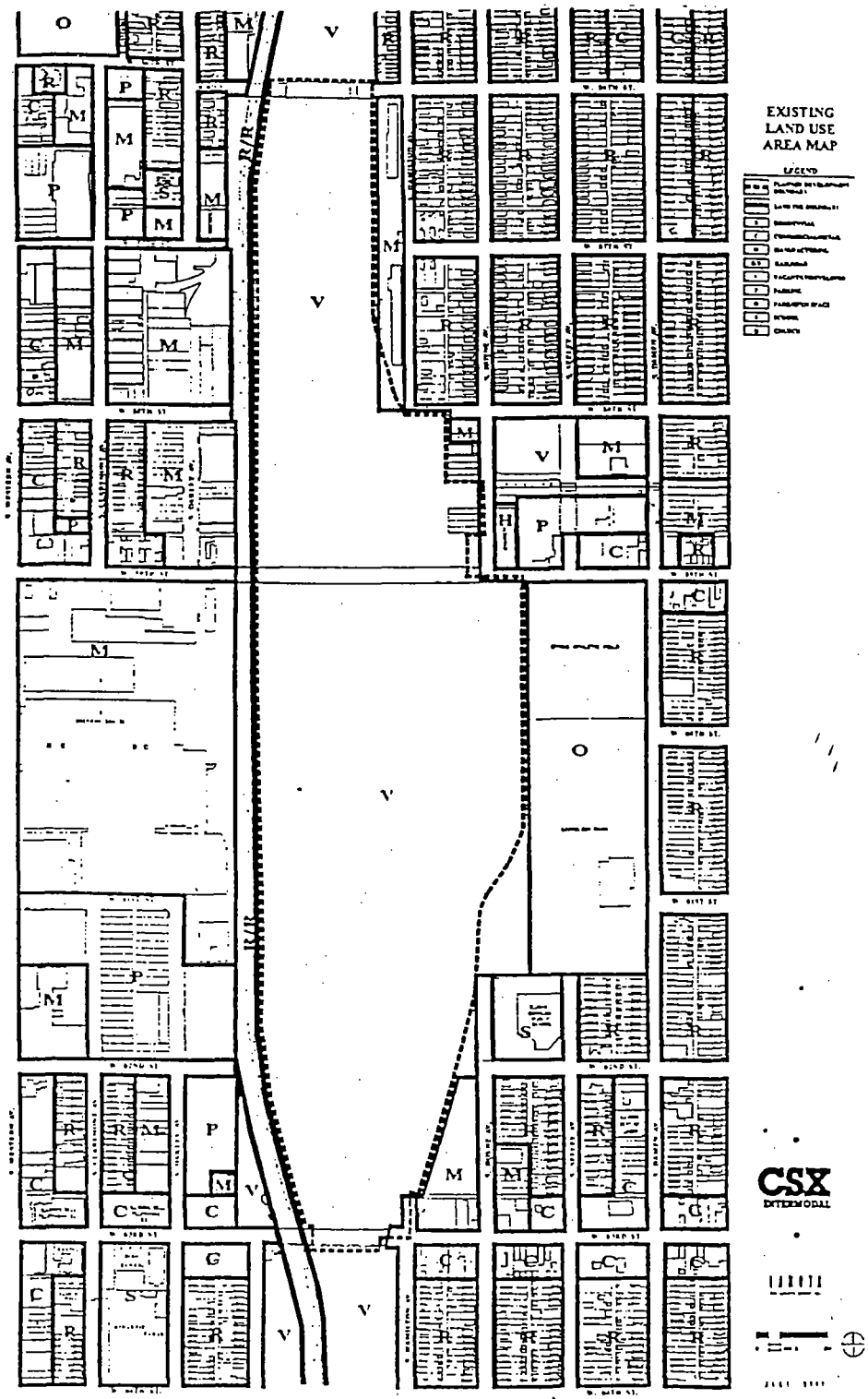
[Existing Zoning and Street System Map; Existing Land-Us Area Map; Site Plan; Landscape Plan; Property Line and Right-of-Way Adjustment Map; Gateway Intersection Drawings; Elevation Canopy Drawings; and Elevation Gateway/Administration Building Drawings referred to in these Plan of Development Statements printed on pages 59316 through 59323 of this Journal.]

(Continued on page 59324)

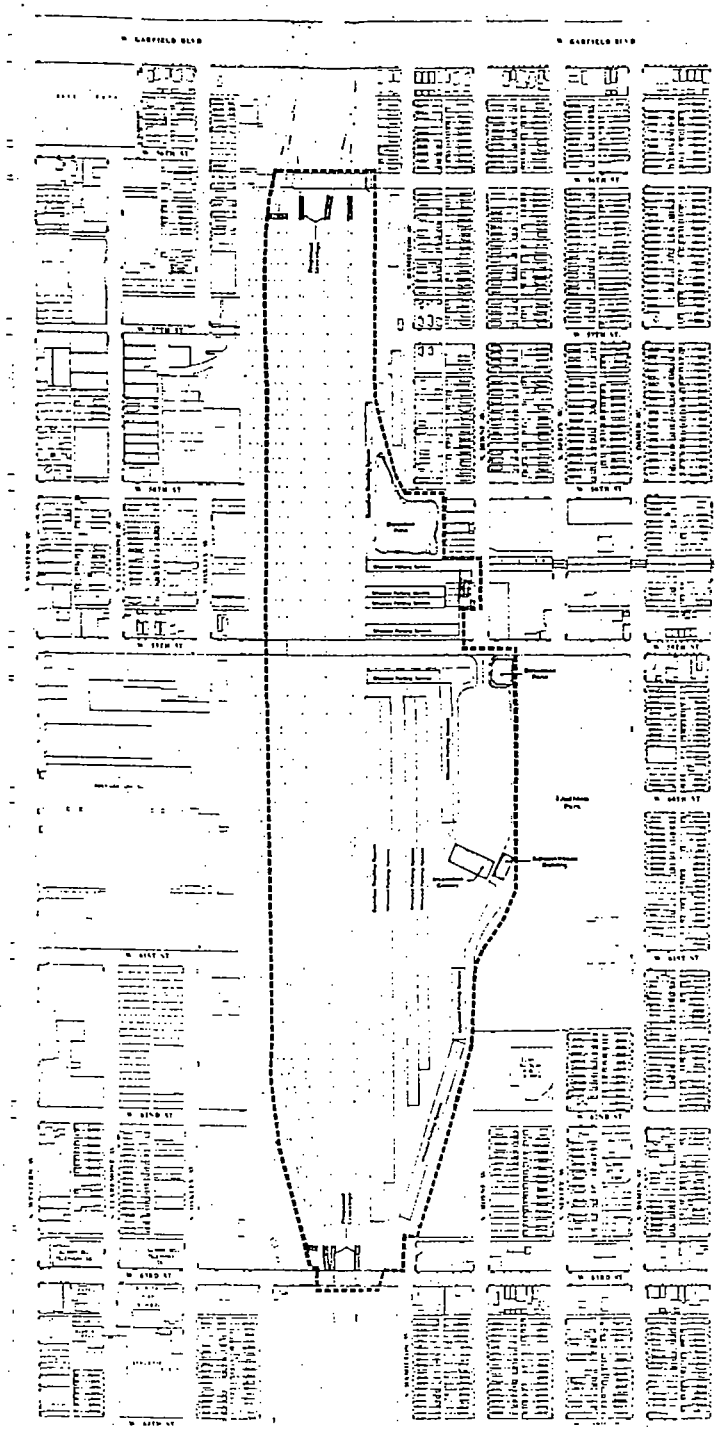
Existing Zoning And Street System Map.



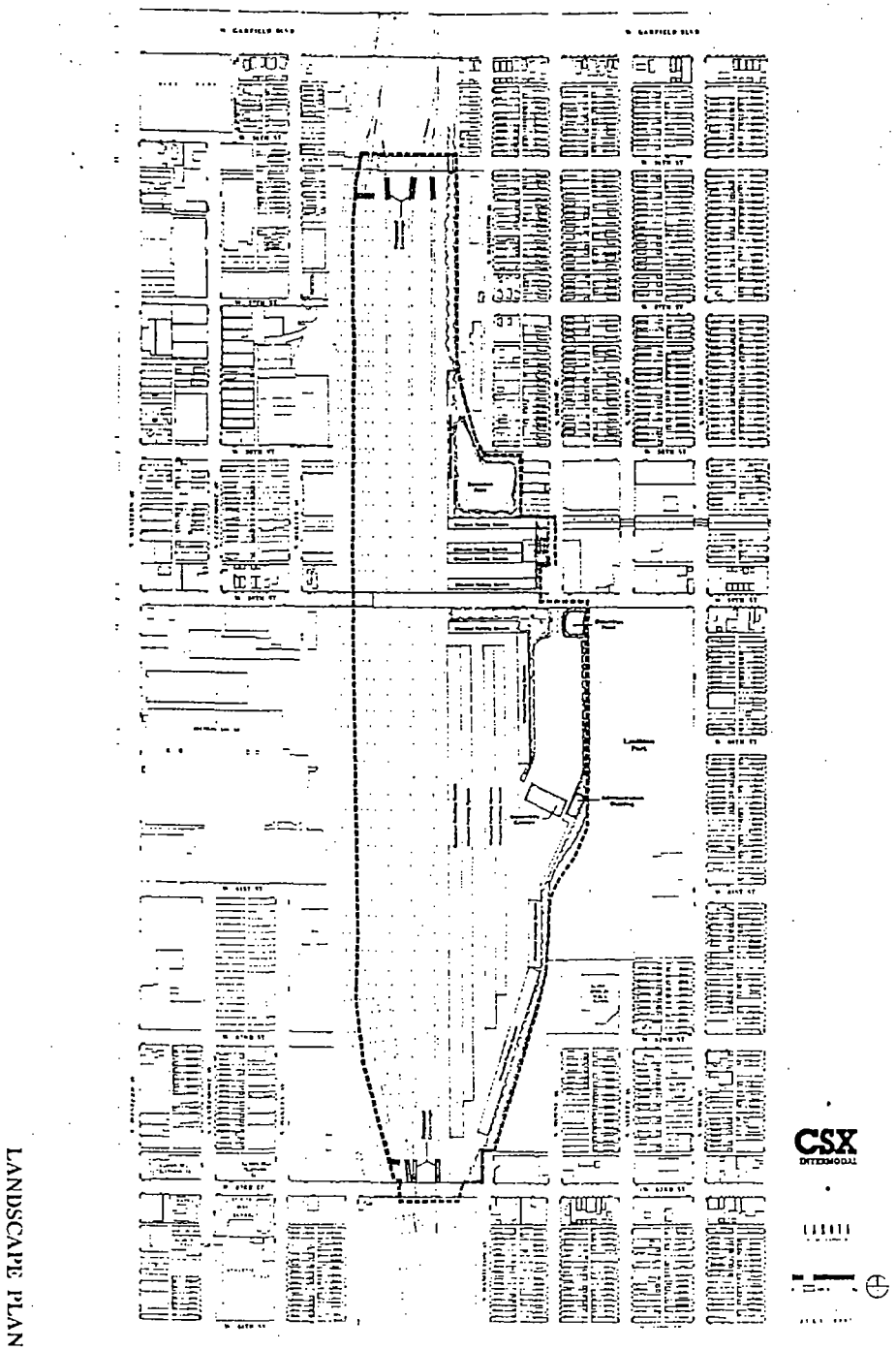
Existing Land-Use Area Map.



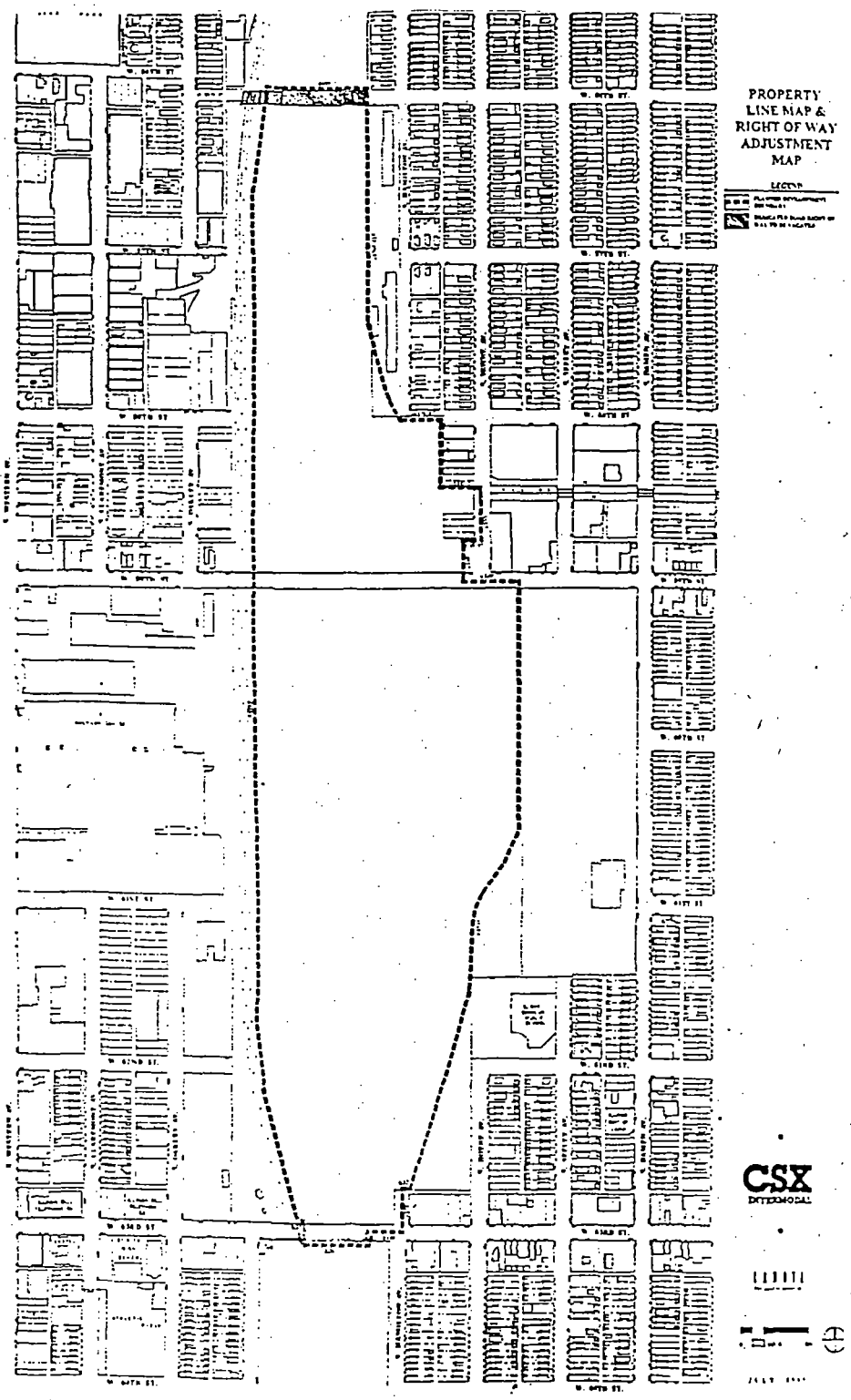
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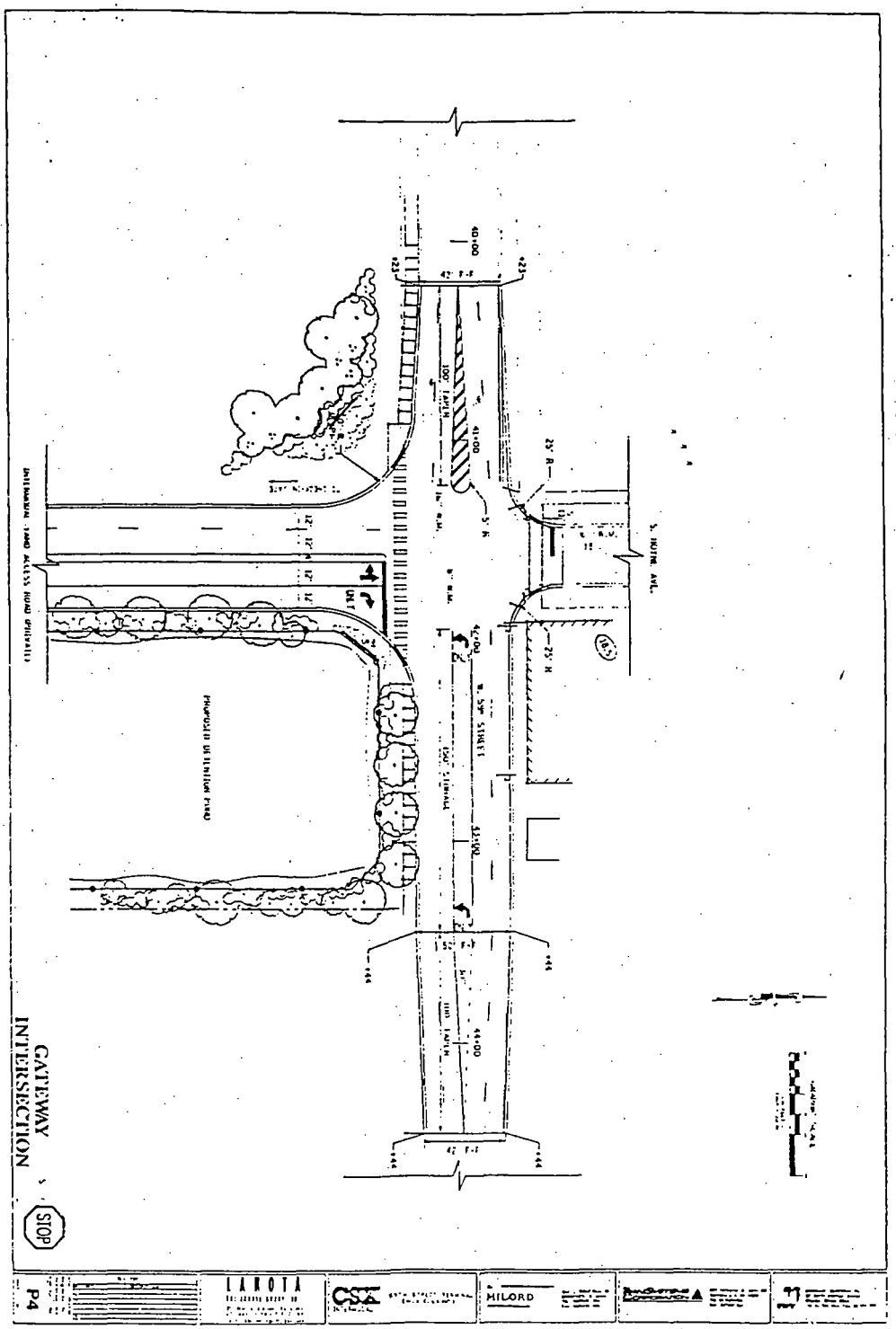
Landscape Plan.



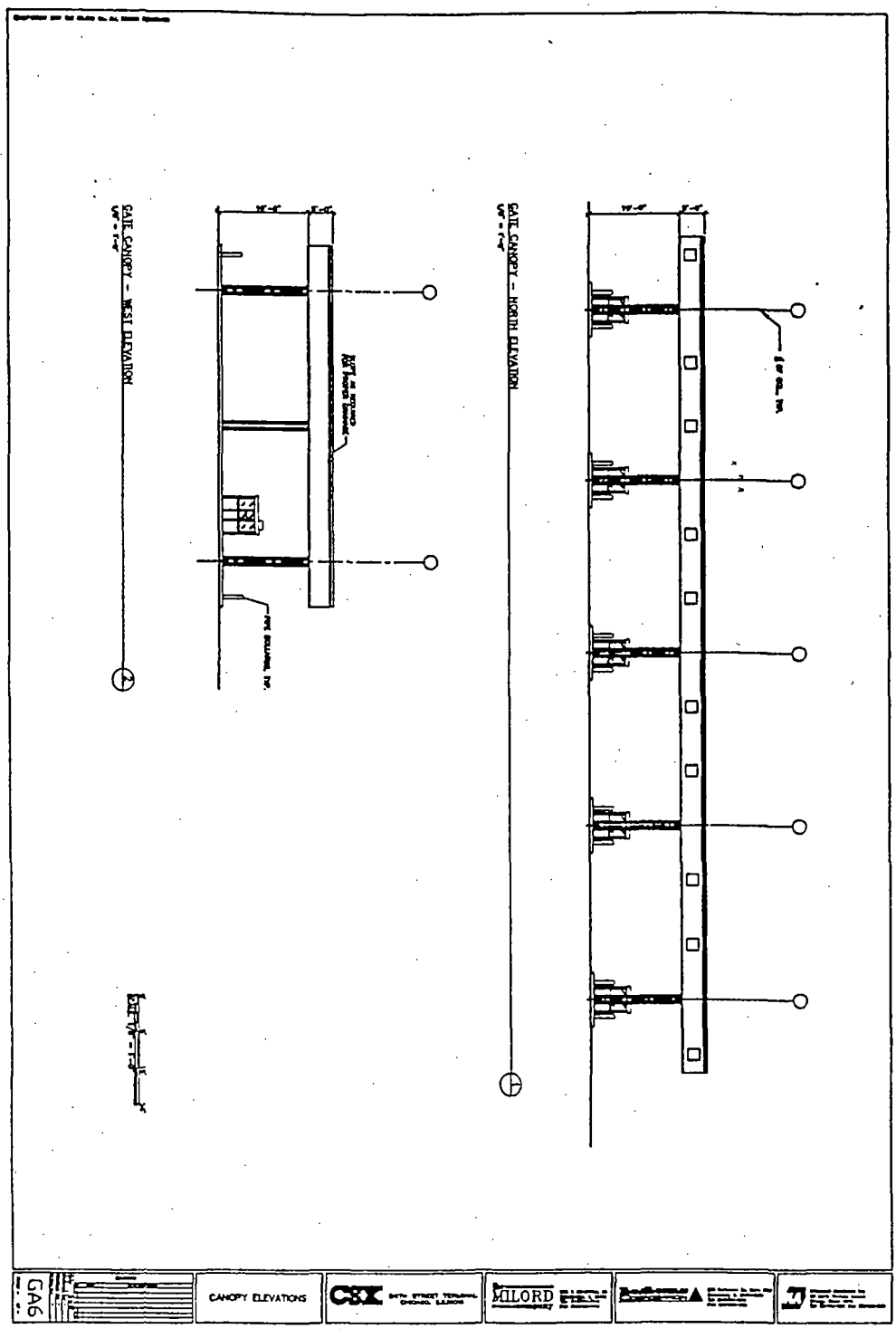
Property Line And Right-Of-Way Adjustment Map.



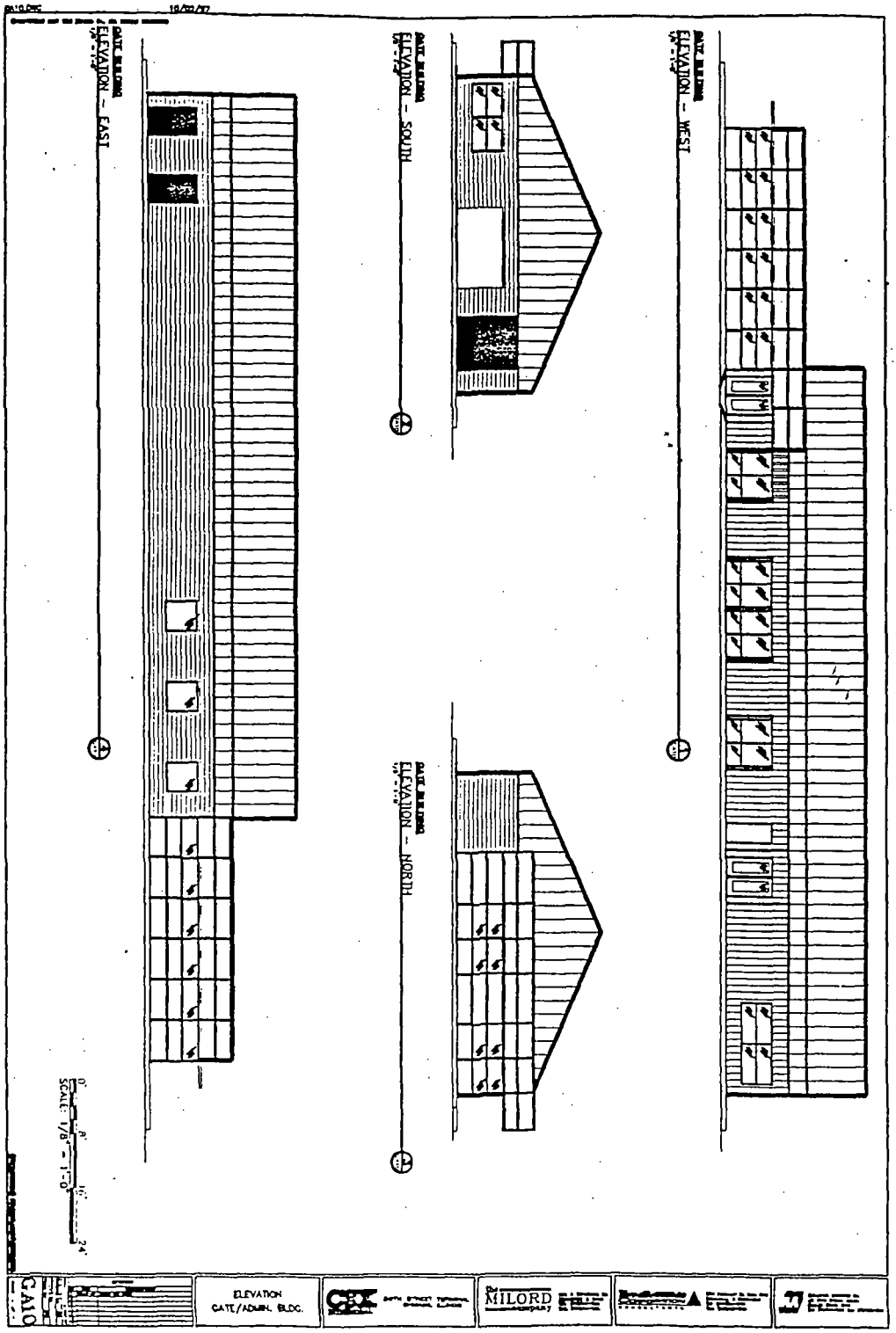
Gateway Intersection.



Elevation Canopy.



Elevation Gateway/Administration Building.



(Continued from page 59315)

Bulk regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Manufacturing Planned Development.

Bulk Regulations And Data Table.

1. Net Site Area: 3,644,539.7 square feet/approximately 83.67 acres.

2. Gross Site Area: 3,673,764.2 square feet; approximately cres (Gross Site

3. Uses : As set forth in Statement Number 5.

4. Maximum Floor Area Ratio: 0.2.

5. Minimum Number of Off-Street Parking Spaces: 35.

6. Minimum Number of Off-Street Loading Spaces: 0.

7. Maximum Building Height: 25 feet, measured as the vertical distance from finished lot grade level, at the building side at which such grade level is highest, to the highest point of the underside of the ceiling beams in the case of a flat roof; to the deck line of a mansard roof, and to the eaves of a gable, hip or gambrel roof.

Reclassification Of Area Shown On Map Number 14-K.
(Application Number A-3792)

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 14-K in area bounded by:

the alley next north of and parallel to West 63rd Street; South Kolin Avenue; West 63rd Street; and South Kostner 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 14-N.
(Application Number A-3818)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 14-N in area 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 24-F.
(Application Number A-3760)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all

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 24-F in area bounded by:

West 100th Street; the alley next east of and parallel to South Halsted Street; a line 149 feet south of West 100th Street; and South Halsted Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Action Deferred -- AMENDMENT OF TITLE 17, SECTION 11.11-1 (CHICAGO ZONING ORDINANCE) AND TITLE 16, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF TIME LIMIT FOR COMMENCEMENT OF CONSTRUCTION UPON APPROVAL OF PLANNED DEVELOPMENTS OR BUILDING PERMITS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206 and 12218.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12121, 12212, and 12213 under the provisions of Rule 14.

Application Numbers 12121, 12212, and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "no" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Said ordinance, transmitted with the foregoing committee report, reads as follows:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 11.11-1 by deleting the language in brackets and adding the language in italics, as follows:

11.11-1 Applicability. For the purpose of this zoning ordinance, all development of land or air rights which fulfills one or more of the following criteria set forth in subsections (a) through (q) hereof, are required to follow the

provisions relating to planned developments set forth in this zoning ordinance. Such land or air rights proposed to be developed may consist of one or more lots to be developed as a unit, whether contemporaneously or within a proposed [extended] period of time commensurate with the character of the proposal [but in no event to exceed 20 years], and may include one or more principal uses and accessory uses; provided, however, that any such land or air rights must also be under single ownership or control, or under single designated control.

Every planned development ordinance will terminate unless construction as authorized by a building permit, has commenced within four years of the date of city council approval of the planned development ordinance and is thereafter diligently pursued to completion. If a planned development ordinance requires construction to begin at an earlier date, then that time period will control. If construction does not begin within the time set forth, or the construction does not proceed with reasonable diligence, or if construction in a multi-phase development does not proceed according to the specific schedule set forth in the planned development, then the planned development ordinance will be null and void, and the zoning classification of the subject property will revert to the zoning classification affixed to the property before approval of the planned development. Upon expiration of a planned development, the department of planning and development will send the applicant or its successors , written notice of thezoning district reclassification within 10 business days thereof. The four-year period may be extended for one additional year if, before expiration, the commissioner of the department of planning and development determines that good cause for an extension is shown. This amendatory ordinance will not extend the termination date for any planned development approved prior to the effective date of this amendment.

In applying the criteria established in this section, measurements of acreage shall apply to land which is contiguous or would be contiguous except for separation by a public way; structure height is measured vertically from curb height at the point nearest the subject structure to the elevation of the highest point on the structure, or where there is no curb, the crown of the street; pavement width is determined as curb face to curb face or, where there is no curb, by the commissioner of streets and sanitation; dwelling units include efficiency units; and transient units shall count separable units as separate units.

* * * * *

SECTION 2. That Chapter 16-4 of the Municipal Code of Chicago, the Lake Michigan and Chicago Lakefront Protection Ordinance, is hereby amended by adding a new Section 16-4-105 to read as follows:

16-4-105 Expiration. Every resolution of the Chicago plan commission approving an application under this ordinance, will terminate unless construction as authorized by a building permit, has commenced within two years of the date of approval. Approvals granted in conjunction with a planned development, will be governed by the expiration date set forth in the planned development.

SECTION 3. This ordinance shall be in full 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, December 10, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 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 the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-192, A-3843, 12135, 12184, 12199, 12200, 12204, 12206 and 12218.

Please let the record reflect that I, William J. P. Banks abstain from voting on Application Numbers 12121, 12212 and 12213 under the provisions of Rule 14.

Please let the record reflect that Alderman Bernard Hansen abstains from voting on Application Number 12202 under the provisions of Rule 14.

Please let the record reflect that Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

Please let the record reflect that Alderman M. Smith votes "No" on Application Number 12204.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers TAD-192, A-3784, A-3785 and A-3793, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12121, 12212 and 12213, Alderman Bernard Hansen abstains from voting on Application Number 12202 and Alderman Edward M. Burke abstains from voting on Application Numbers 12203 and 12204 under the provisions of Rule 14.

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 4-I.
(Application Number A-3785)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 4-I in area bounded by:

West 18th Street; a line 100 feet west of South Fairfield Avenue; the alley next south of and parallel to West 18th Street; and the alley next west of and parallel to South Fairfield Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-I.
(Application Number A-3784)

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 6-I in area bounded by:

a line 72 feet south of West 27th Street; the alley next east of and parallel to South Whipple Street; a line 96 feet south of West 27th Street; and South Whipple Street,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

a line 72 feet south of West 27th Street; the alley next east of and parallel to South Whipple Street; a line 96 feet south of West 27th Street; and South Whipple 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 6-I.
(Application Number A-3793)

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 6-I in area bounded by:

a line 333.07 feet north of West 30th Street; the alley next east of and parallel to South Troy Street; a line 276 feet north of West 30th Street; and South Troy 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 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 James J. Laski, City Clerk, and Aldermen Dixon, Shaw, Buchanan, Burke, Troutman, Munoz, Solis, Austin, 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

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 JAMES J. LASKI, CITY CLERK:

CONGRATULATIONS EXTENDED TO MS. VICTORIA FUNK ON NINETIETH BIRTHDAY.

WHEREAS, Victoria Funk will celebrate her ninetieth birthday on December 12, 1997; and

WHEREAS, The Chicago City Council has been notified of this momentous occasion by City Clerk James J. Laski; and

WHEREAS, Victoria Funk was born in Poland and came to Chicago with her parents when she was fifteen years old; and

WHEREAS, Victoria's family consists of her children Veronica, the late Johnny and Casey; Victoria has eleven grandchildren and nine great-grandchildren; and

WHEREAS, Victoria attributes her longevity to the good Lord; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of December, 1997, A.D., do hereby extend to Victoria Funk a happy birthday; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to Victoria Funk.

Presented By

ALDERMAN STEELE (6th Ward):

TRIBUTE TO LATE MR. THOMAS GARNER.

WHEREAS, Almighty God in his infinite wisdom has called Thomas Garner to his eternal reward at the age of sixty-eight; and

WHEREAS, The City Council has been informed of his passage by Alderman John O. Steele; and

WHEREAS, Thomas Garner was born in St. Louis, Missouri, May 19, 1929 to Azell and Grace Garner. At the young age of thirteen, Thomas moved to Chicago with his family where he attended the Chicago Public School system and graduated from DuSable High School in 1947. Thomas Garner actively participated in the R.O.T.C. where he was elevated to the rank of Cadet Captain. He was appointed as Brevet Second Lieutenant in the Illinois National Guard by the Governor of Illinois; and

WHEREAS, After serving a short tour of duty in the United States Army,

Thomas returned to his employment with the United States Postal Service from where he retired in 1984 after thirty-two years of dedicated service. Thomas believed in giving his best and achieving excellence in all undertakings; and

WHEREAS, Thomas was united in holy matrimony to Alestine C. Burns, August 16, 1971 and to this union two sons were born. Thomas was a loving, devoted and caring husband and father who was extremely proud of his family; and

WHEREAS, Thomas Garner was a faithful member of the deacon board of Greater Bethesda Baptist Church; and

WHEREAS, Thomas Garner was a man committed to excellence and who maintained a high level of integrity; and

WHEREAS, Thomas Garner will be long remembered and cherished in the hearts of his devoted wife, Alestine; two sons, Alan Anthony and Jermal Christopher; grandson, Jermal Christopher, Jr.; two brothers-in-law, Henry Burns, Jr. (Rema) and Willie J. Burns; four sisters-in-law, Mary Woods (Calvin), Rose Johnson, Pearl Tyder and Susie Koonce; 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 in assembly this tenth day of December, 1997, A.D., do hereby pay tribute to Thomas Garner and extend our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Thomas Garner.

Presented For

6th Ward:

CONGRATULATIONS EXTENDED TO MS. FLORENCE JONES ON EIGHTIETH BIRTHDAY.

WHEREAS, Florence Jones, a forty-two year resident of Chicago's great Park Manor neighborhood and a public servant of fervent dedication, is celebrating her eightieth birthday with her family, friends and colleagues; and

WHEREAS, Born December 10, 1917, in Yazoo City, Mississippi, Florence

Jones has lived in Chicago since she was three years old, and attended Coleman Elementary School and Englewood High School, where she remains a member of good standing on the Purple and White Club; and

WHEREAS, Widely known and respected throughout her community, Florence Jones found time to raise four children and also forged a career of outstanding public service. She was a senior clerk for the Chicago Police Department and, later, for the Chicago Department of Health; and

WHEREAS, Florence Jones has always demonstrated a sense of community pride and caring for others. She served many years as an election judge in the 6th Ward and as a longtime and tireless volunteer at the Chicago Department of Aging's Atlas Senior Center. Even in retirement, she has volunteered extensively for the Senior Care Center of Las Vegas, Nevada; and

WHEREAS, Symbolizing the strength and solidity of family life, Florence Jones is a benevolent matriarch beloved by her family: four children, nine grandchildren and ten great-grandchildren, with whom she celebrates this great occasion; 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 join in the salute to Florence Jones on the occasion of her eightieth birthday and extend to this fine citizen our very best wishes for continuing health, prosperity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Florence Jones.

CONGRATULATIONS EXTENDED TO MS. LILA THOMPSON-MC CASKILL ON NINETY-FIRST BIRTHDAY.

WHEREAS, On November 21, 1997, her loving family and many friends gathered to honor Lila Thompson-McCaskill in celebration of her ninety-first birthday; and

WHEREAS, Lila Thompson-McCaskill is a loving matriarch of a large and adoring family. Her marriage to John H. McCaskill, Sr. thrived for fifty-seven years and ended only with his death in February, 1987; and

WHEREAS, Lila Thompson-McCaskill is known throughout her grateful

community for handcraft skills which transform ordinary artifacts into intricately designed and constructed centerpieces, crocheted hats, afghans and floral reconstructions. Many times she has turned an ordinary skein of yarn into exquisite wearing apparel; and

WHEREAS, Symbolic of the strength and solidity of family life, Lila Thompson-McCaskill celebrated this great occasion with her seven children; sixteen grandchildren; twenty-seven great-grandchildren; six great-great-grandchildren, and her many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our heartiest congratulations to Lila Thompson-McCaskill in celebration of her ninety-first birthday 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 Lila Thompson-McCaskill.

Presented By

ALDERMAN BEAVERS (7th Ward):

CONGRATULATIONS EXTENDED TO MR. WILLIE STENSON ON RETIREMENT FROM COOK COUNTY SHERIFF'S OFFICE.

WHEREAS, On October 31, 1997, his many friends and family gathered to pay tribute to Cook County Sheriff's Police Officer Willie Stenson, Star Number 34, on his retirement after almost twenty-seven years of service to the citizens of Cook County and of the City of Chicago; and

WHEREAS, A native Chicagoan, Willie Stenson received his education at Hyde Park High School and began his career with the Cook County Sheriff's Office, March 15, 1970. He was immediately assigned to the Civil Process Division and remained there until his retirement this year; and

WHEREAS, For his productive and successful career in law enforcement, Sheriff's Officer Willie Stenson has received the prestigious Gold Retirement Star

Award; and

WHEREAS, Officer Willie Stenson celebrates this great occasion with his parents, Mr. and Mrs. Fred Stenson, Sr.; his brothers, John and Fred, Jr.; and with his many friends and colleagues; 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 December, 1997, A.D., do hereby express our gratitude and our congratulations to Cook County Sheriff's Police Officer Willie Stenson as he retires from an outstanding twenty-seven year career in service to the people of Cook County and of this great City and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to former Cook County Sheriff's Officer Willie Stenson.

Presented By

ALDERMAN DIXON (8th Ward):

CONGRATULATIONS EXTENDED TO MS. SHIRLEY MYLES JONES ON RETIREMENT FROM SOCIAL SERVICES DEPARTMENT OF CIRCUIT COURT OF COOK COUNTY.

WHEREAS, Shirley Myles Jones is retiring after over thirty years of dedicated public service; and

WHEREAS, Shirley Myles Jones has worked tirelessly and selflessly as a caseworker and administrator for the Social Service Department of the Circuit Court of Cook County; and

WHEREAS, Shirley Myles Jones has served as secretary-treasurer of the Chicago Chapter of the Arkansas Baptist College Alumni Association for over thirty years and is first vice president of the National Alumni Association. She is active in many community organizations and is a staunch supporter of the Save Our Neighborhood Organization where she serves on various committees. One of her major life goals has been to promote the education of inner city youth; and

WHEREAS, Shirley Myles Jones epitomizes 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 December, 1997, A.D., do hereby offer our gratitude and our heartiest congratulations to Shirley Myles Jones as she retires from an outstanding career in public service exceeding thirty years and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Shirley Myles Jones.

CONGRATULATIONS EXTENDED TO MR. CLARENCE B. WILLIAMSON ON RETIREMENT FROM PUBLIC SERVICE CAREER.

WHEREAS, Clarence B. Williamson, a former State Representative in the Illinois General Assembly, and a veteran public servant with a twenty-seven year career as a Cook County Deputy Chief Probation Officer and seven years with the City of Chicago, has announced his retirement effective December 31, 1997; and

WHEREAS, A graduate of Chicago State University, Clarence B. Williamson has also enjoyed a second career as an insurance officer and holds stature in his grateful south side community for his many activities as an official in the 6th Ward Regular Democratic Organization; and

WHEREAS, During the tenure of Chicago Mayor Eugene Sawyer, Clarence B. Williamson served as his Administrative Assistant and Director of Contract Compliance and Affirmative Action, and he handled his responsibilities with great dedication and success; and

WHEREAS, Clarence B. Williamson is a well known and vital community figure. Besides having served the people of the 29th District in the Illinois General Assembly, he has long been active on the Chatham Avalon Community Council and holds membership in the National Association of Blacks in Criminal Justice, where he served as vice president for two years, the Illinois Correctional Association, where he was president, the Knights of Columbus and other organizations; and

WHEREAS, Clarence B. Williamson 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 December, 1997, A. D., do hereby offer our gratitude and our congratulations to Clarence B. Williamson as he retires from a long career in devoted service to the people of the City of Chicago and the County of Cook and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Clarence B. Williamson.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MRS. ALICE WRIGHT COLEMAN

WHEREAS, God in his infinite wisdom has called to her eternal reward Alice Wright Coleman, beloved citizen, friend and public servant, November 21, 1997; and

WHEREAS, Born August 15, 1934, in Cairo, Illinois, and raised and educated there, the former Alice Wright moved to Chicago in 1956. Eventually she was employed by the State of Illinois for a career exceeding twenty years; she retired in 1994; and

WHEREAS, On March 3, 1975, Alice Wright was united in holy matrimony to John A. Coleman, a blessed union which thrived until her death. She leaves to cherish her memory her husband; two sons, Dorian Wayne Wright and Michael (Rashedda) Coleman; three daughters, Covetta (Milton) Corbin, Kim (John) Hooker and Muriel Glenn; nine grandchildren; six great-grandchildren; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby express our sorrow on the passing of Alice Wright Coleman and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared

TRIBUTE TO LATE MRS. JEWELL LEE DELANEY.

WHEREAS, God in his infinite wisdom and judgment has called to her eternal reward Jewell Lee Delaney, beloved citizen and friend, November 26, 1997; and

WHEREAS, Born May 19, 1920, in Bogalusa, Louisiana, the former Jewell Lee Gutter received her formal education at DuSable High School, and in 1936 entered into holy matrimony with Lawrence G. Brown, Sr.; their blessed union yielded one son, Lawrence, Jr.. In 1949, she married Willie Frank Delaney; and

WHEREAS, A deeply religious woman involved in giving much of her time and energies to church work, Jewell Lee Delaney became a member of the First Church of Deliverance, where she devoted herself to friends and the church family. She was also mindful of her civic obligations and became a vital member of the Lawndale Organization, the 24th Ward Regular Democratic Organization, and eventually the Woodlawn Organization. She was a tireless worker for Alderman Bill Henry, Representative Cardiss Collins, and a district worker for the Harold Washington Party; and

WHEREAS, Admired in her church and throughout the communities she served, Jewell Lee Delaney will be sorely missed. She leaves to cherish her memory her son, Lawrence G. (Lillie) Brown, Jr.; four grandchildren, Celeste (Mitchell), Mark, Lynett and Larnell; five sisters, Allene Foster, Beotha Willis, Mary Redmond, Myrtle Chatman and Maude (Fred) Powell; one brother, Patrick (Bettie) Gutter; 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 December, 1997, A.D., do hereby express our sorrow on the passing of Jewell Lee Delaney 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 Jewell Lee Delaney.

TRIBUTE TO LATE MRS. BERNICE PHILLIPS.

WHEREAS, God in his infinite wisdom and judgment has called to her eternal reward Bernice Phillips, beloved citizen and friend, November 23, 1997; and

WHEREAS, A native of Chicago, the former Bernice Holmes was born July 29, 1925, and was educated at Wendell Phillips High School. A member of a relatively large and loving family, she was a deeply religious person and joined Progressive Baptist Church at an early age; and

WHEREAS, Twice widowed, Bernice Phillips leaves to celebrate her rich and enriching life four daughters, Diana Hoard, Bernice Cowart, Renee Williams and Linda McCurty; fourteen grandchildren; eight great-grandchildren; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A. D., do hereby express our sorrow on the passing of Bernice Phillips 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 Bernice Phillips.

TRIBUTE TO LATE MR. ROSCOE R. SMILEY.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Roscoe R. Smiley, beloved citizen, friend and public servant; and

WHEREAS, Born in Chicago June 23, 1922, Roscoe R. Smiley attended DuSable High School, Roosevelt University and many trade schools and labor seminars from which he received certification as an engineer, an electronic specialist and a student of law enforcement; and

WHEREAS, In addition to many other specialties and activities, Roscoe R. Smiley was a valued employee of the Chicago Housing Authority from 1945 to 1954, and later with the Chicago Board of Education. From 1957 to 1974, he worked with great dedication for the City of Chicago Department of Buildings, and when most would have retired remained active in technical inspections and

as an advisor; and

WHEREAS, Roscoe R. Smiley forged a long and productive career as an outstanding public servant; 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 December, 1997, A.D., do hereby express our sorrow on the passing of Roscoe R. Smiley 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 Roscoe R. Smiley.

Presented By

ALDERMAN BUCHANAN (10th Ward) And ALDERMAN SHAW (9th Ward):

REAFFIRMATION OF DESIGNATION OF PULLMAN HISTORIC LANDMARK DISTRICT.

WHEREAS, Societies and communities throughout the history of the world and our city have recognized the value of historical environments and the importance of maintaining them and have pursued ways to protect certain architectural styles, landscaping and details by means of designating an area as a historical district; and

WHEREAS, Those pursuing that avenue of preservation have realized an essential aspect of the preservation is the official designation of the area itself; and

WHEREAS, The very definition of a historic district is the composition of historically and/or architecturally significant structures that exist in concentration which force consideration of the group as an identifiable unit; and

WHEREAS, The general population that visits the area rely on the visual phenomenon of the architecture and that visual aspect serves as a catalyst to

encourage the viewer to use the imagination to see the history and culture of the designation, to search for that intangible "something more" that holds the past together; and

WHEREAS, According to the North American International Conference on Preservation and Conservation of 1972, one essential criteria for a historical district is design -- an area that has a sense of cohesiveness expressed through a similarity of details and relatedness based upon the abstracts of aesthetic quality including but not limited to scale, height, proportion, materials, textures, rhythm and silhouette; and

WHEREAS, Since the South Pullman district is a fifteen square block area on the southeast side of the City of Chicago and is designated as a National and City of Chicago Historical Landmark District; and

WHEREAS, South Pullman has already been through the lengthy process of being designated as a National Historical Landmark District, and its architecturally significant structures have caused it to be considered a significantly identifiable group, and that the visual phenomenon has, in reality, served as a catalyst in the actual preservation of our City's history; now, therefore,

Be It Resolved, Since the preservation of design is imperative in any historical and landmark district that any modification addition, or enhancement to the area should be in keeping with all other structures within that area, befitting all other national landmark designations with final approval of those changes to be made by the Pullman Civic Organization or their designated representative; and

Be It Further Resolved, That Mayor Richard M. Daley and members of this City Council, at the request of Alderman John J. Buchanan of the Tenth Ward, and Alderman Robert Shaw of the Ninth Ward, do join in reaffirming this designation of Pullman Historic Landmark District and the imperative need to preserve the authentic design within the area and public hearing be held to further this direction.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MS. KAREN AGNEW.

WHEREAS, God in his infinite wisdom has called Karen Agnew 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 daughter of the late James and Kathleen; loving sister of Patricia, Mary Beth and James; proud aunt of James, Janice, Michael and Kevin, Daniel and Kathleen; and dear niece of Eileen and Esther; Karen Agnew 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 December, 1997, do hereby express our sorrow on the death of Karen Agnew 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 Karen Agnew.

TRIBUTE TO LATE MR. JAMES V. AGOSTINELLI.

WHEREAS, God in his infinite wisdom has called James V. Agostinelli 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 Marge; loving father of Nicholas, Susan, James Jr., Joseph and Rita; dear grandpa of James III, Angelique, Anthony and Samantha; devoted son of Regina and the late Nicholas; fond brother of Mary Lou and the late Frank; and uncle of many nieces and nephews, James V.

Agostinelli 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 December, 1997, do hereby express our sorrow on the death of James V. Agostinelli and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James V. Agostinelli.

TRIBUTE TO LATE MRS. BERENICE BLAKE.

WHEREAS, God in his infinite wisdom has called Berenice Blake 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 Edward J.; dearest sister of John and late Loretta, Helen, Theresa and LaVerne; fond aunt of Michael, John, Ginny and Don, Patricia, Margaret, John, Susan, Katie, Nancy and Tom, Jeffrey and Brian; and twenty-one great nieces and nephews, Berenice Blake 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 December, 1997, do hereby express our sorrow on the death of Berenice Blake 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 Berenice Blake.

TRIBUTE TO LATE MR. FRANK M. CZAJA.

WHEREAS, God in his infinite wisdom has called Frank M. Czaja to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Rose; loving father of Frank J., Robert, Geraldine and Carolyn; fond grandfather of John, Kenneth, Michael, Sean, Denise, Larissa, Bryon, Brett and Joshua; fond great-grandfather of Matthew, Amanda and Ian; special uncle of Sandra; and son of the late Joseph and Lucille, Frank M. Czaja 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 December, 1997, do hereby express our sorrow on the death of Frank M. Czaja and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank M. Czaja.

TRIBUTE TO LATE MRS. HELEN D. HEMAK.

WHEREAS, God in his infinite wisdom has called Helen D. Hemak 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 Walter; loving mother of Nancy and the late Joan; devoted grandmother of Jeffrey, Andrea and Jeanine; dearest sister

of Sophia, the late Edward and the late Stephanie; fond sister-in-law of Bernice, John and Sophie; and also the aunt of many nieces and nephews, Helen D. Hemak 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 December, 1997, do hereby express our sorrow on the death of Helen D. Hemak and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen D. Hemak.

TRIBUTE TO LATE MRS. GAIL MC ELHANEY.

WHEREAS, God in his infinite wisdom has called Gail McElhaney 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 Russell; loving mother of Kimberly, David and Kelly; cherished nana of Timmy; fond daughter of Edna and the late Harry; dearest sister of the late Robert; and aunt to many nieces and nephews, Gail McElhaney 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 December, 1997, do hereby express our sorrow on the death of Gail McElhaney 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 Gail McElhaney.

TRIBUTE TO LATE MR. PHILIP PUNICKI.

WHEREAS, God in his infinite wisdom has called Philip Punicki 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 Doris; loving stepfather of Richard, James and Janet; proud grandfather of Janna and Jaimie, Rosey, Janine, Laura and Suzanne, Kandi, Daniel, Lisa and Jason and great-grandfather of six; fond brother of Chester, Marie and Agnes; dear uncle of many nieces and nephews; and a cherished friend of many, Philip Punicki 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 December, 1997, do hereby express our sorrow on the death of Philip Punicki 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 Philip Punicki.

TRIBUTE TO LATE MR. JOHN SIEBERT.

WHEREAS, God in his infinite wisdom has called John Siebert 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 Aurelia; loving father of Anita, Bernadette, Maria and John; fond grandfather of nine; brother of the late Bebe; brother-in-law of Martha, Jean and Helen; and uncle of many nieces and nephews, John Siebert 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 December, 1997, do hereby express our sorrow

on the death of John Siebert 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 John Siebert.

CONGRATULATIONS EXTENDED TO MRS. JEANETTE SCHADE ON NINETY-SECOND BIRTHDAY.

WHEREAS, Jeanette Schade celebrated her ninety-second birthday on December 4, 1997; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, Jeanette is a loving and caring person who has lived in the City of Chicago all of her life; and

WHEREAS, As the loving mother of Carol Finley and Sandra Schade; dear grandmother of Jeannine Zangara, John J., Jeffrey A., and Jason Finley; dearest great-grandmother of Patrick Finley, Jeanette Schade serves as a fine example to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of December, 1997, do hereby honor Jeanette Schade on her ninety-second birthday and salute her on the efforts she undertook to raise her beautiful family; and

Be It Further Resolved, That a parchment copy of this resolution be provided to Jeanette Schade.

CONGRATULATIONS EXTENDED TO HAROLD AND ELIZABETH WEST ON FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Harold and Elizabeth West recently celebrated their golden

wedding anniversary on November 15, 1997; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, May Harold and Elizabeth's shining example of faith and love in each other and their family serve as an inspiration to all; may their children, Robert, William and Donna carry on the strong morals and love their parents have shown them; now, therefore,

Be It Resolved, That we, the mayor and members of the Chicago City Council, gathered here this tenth day of December, 1997, do hereby congratulate Mr. and Mrs. Harold West 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 Mr. and Mrs. Harold West.

CONGRATULATIONS EXTENDED TO SAINT NICHOLAS OF TOLENTINE VARSITY FOOTBALL TEAM ON BEING NAMED C.G.S.C. VARSITY FOOTBALL RUNNER-UP CHAMPIONSHIP TEAM.

WHEREAS, Saint Nicholas of Tolentine's Varsity Football Team competed in the C.G.S.C. championship game; and

WHEREAS, The Chicago City Council was informed of this momentous fete by Alderman Frank J. Olivo; and

WHEREAS, Saint Nicholas lost to Saint Mary's of Riverside 19 to 12 in overtime, despite a valiant effort by the offensive and defensive team; and

WHEREAS, The members of the team from Saint Nick's are Jon Wegrzyn, Cesar Velasquez, Dave Moonan, Mike Ponce, Brett Mallo, Vince Hernandez, Bill Fitzgibbon, Joe Muniz, Mike Wellner, Danny Barnes, Kevin Cassidy, Roberto Gomez, Matt Vaci, Ray Stack, Matt Knapzcyk, William Brady, Jason Kacmarek, Chris Rosales, Rob Coleman, Jesus Velasquez, Victor Valero and Brain Barnes, and coaches Mike Wesolowski, Rich Mallo, Ernie Spiotto, Ray Stack and Mike Villa; and

WHEREAS, The parents, relatives, friends, and the southwest community are proud of their accomplishment; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, meeting assembled this tenth day of December, 1997, do hereby extend our congratulations to the Saint Nicholas of Tolentine's Varsity Football Team's members and wish them continued success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Saint Nicholas of Tolentine's 1997 C.G.S.C. varsity football runner-up championship team.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. PATRICK BRUEN.

WHEREAS, Patrick Bruen has been called to eternal life by the wisdom of God at the age of forty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Patrick Bruen was born on February 4, 1951, in the City of Chicago, the son of George A. and Genevieve Bruen; and

WHEREAS, Patrick Bruen was the loving husband of Susan Bruen (nee Kinsella) and the devoted father of Sean and Colleen Bruen; and

WHEREAS, A dedicated public servant, Patrick Bruen was employed as an electrician for the City of Chicago; and

WHEREAS, Patrick Bruen was a valued member of Local Number 134 of the International Brotherhood of Electrical Workers and the Hamburg Athletic Association; and

WHEREAS, A resident of the Bridgeport neighborhood, Patrick Bruen was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Partick Bruen will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Susan; his son, Sean; his daughter, Colleen; his brother Michael; his sister, Peggy Bruen Walsh; his nephew, William; his niece, Jillian; and his parents, George A. and Genevieve, Patrick Bruen 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 December, 1997, do hereby commemorate Patrick Bruen 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 Patrick Bruen.

TRIBUTE TO MRS. HILDA MIRRIAM COHEN.

WHEREAS, Hilda Mirriam Cohen has been called to eternal life by the wisdom of God at the age of fifty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, Hilda Mirriam Cohen owned and operated Tally-Ho Travel, Inc. for sixteen years in north suburban Deerfield; and

WHEREAS, Hilda Mirriam Cohen also served as a member of the Chamber of Commerce in the Village of Deerfield; and

WHEREAS, In service to others, Hilda Mirriam Cohen was an active supporter of many charitable and philanthropic events; and

WHEREAS, A resident of Deerfield, Hilda Mirriam Cohen was a woman of tremendous dignity and grace who brought honor to herself and her community; and

WHEREAS, Hilda Mirriam Cohen will be dearly missed by her many relatives, friends and colleagues; and

WHEREAS, To her devoted husband, Edward; her son, Daniel; her three daughters, Pamela Spector, Laurie Daly and Marcie; and her six grandchildren, Hilda Mirriam Cohen 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 December, 1997, do hereby commemorate Hilda Mirriam Cohen 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 Hilda Mirriam Cohen.

TRIBUTE TO LATE MR. RICHARD D. FITZPATRICK.

WHEREAS, Richard D. Fitzpatrick has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, Richard D. Fitzpatrick was born on April 1, 1927, the son of Edward and Marion Fitzpatrick (nee Wiley); and

WHEREAS, Richard D. Fitzpatrick was the devoted and loving husband of Patricia Fitzpatrick (nee Murphy); and

WHEREAS, A dedicated public servant, Richard D. Fitzpatrick was a retired member of the Chicago Police Department and the Cook County Sheriff's Department; and

WHEREAS, A resident of Palos Park, Richard D. Fitzpatrick was a valued member of Elk Lodge Number 1596, the Fraternal Order of Police and the Saint Jude League; and

WHEREAS, During World War II, Richard D. Fitzpatrick bravely served his

country in the United States Navy; and

WHEREAS, Richard D. Fitzpatrick was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Richard D. Fitzpatrick will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Patricia; his three brothers, Robert, John and the late Edward; and his two sisters, Marion O'Toole and Carol Silhavy, Richard D. Fitzpatrick 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 December, 1997, do hereby commemorate Richard D. Fitzpatrick 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 D. Fitzpatrick.

TRIBUTE TO LATE MRS. RITA GREEN.

WHEREAS, Rita Green has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A lifetime resident of the Bridgeport community, Rita Green was the wife of the late James Edward Green; and

WHEREAS, Rita Green was the sister of Eleanor "Sis" Daley, widow of the late Mayor Richard J. Daley; and

WHEREAS, Rita Green was well-known in the Bridgeport neighborhood as a person of great generosity and concern for others, especially the less fortunate; and

WHEREAS, Rita Green served with distinction for thirty-two years as an employee of the Chicago Park District; and

WHEREAS, Rita Green rose through the ranks at the Chicago Park District and served as the supervisor of attendants who are assigned to clean the park; and

WHEREAS, Rita Green was the devoted mother of three daughters, Mary Rita O'Brien Puffer, Kathleen Hillary Gyrion, Carol Ann Kopala; and two sons, Robert and the late James Anthony Green; and

WHEREAS, Rita Green will be dearly missed by her many relatives, friends and colleagues; and

WHEREAS, To her three daughters, Mary Rita O'Brien Puffer, Kathleen Hillary Gyrion and Carol Ann Kopala; her son, Robert; her two sisters, Eleanor "Sis" Daley and Ceil Green; her thirteen grandchildren; and her twenty-three great-grandchildren, Rita Green 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 December, 1997, do hereby commemorate Rita Green 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 Rita Green.

TRIBUTE TO LATE MR. JOHN P. HAGGERTY.

WHEREAS, John P. "Jack" Haggerty has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John P. "Jack" Haggerty was a prominent and respected automobile dealer in Chicago and the president of Jack Haggerty Oldsmobile-Dodge; and

WHEREAS, John P. "Jack" Haggerty was an active member of the Chicago Auto Trade Association and had served in 1982 and 1983 as its chairman; and

WHEREAS, A resident of Hinsdale, John P. "Jack" Haggerty formerly lived in

the Beverly neighborhood on the far south side of Chicago; and

WHEREAS, In 1955, John P. "Jack" Haggerty attained the rank of Number 1 salesman of cars and trucks for the Chevrolet Division of General Motors by selling six hundred ninety-four automobiles; and

WHEREAS, John P. "Jack" Haggerty started as a salesman in 1950 with Hartigan Chevrolet and moved in 1953 to Ferrell Hicks Chevrolet; and

WHEREAS, John P. "Jack" Haggerty founded Haggerty Loftus Ford in 1957, and opened Jack Haggerty Oldsmobile in 1966, and Haggerty Dodge in 1988; and

WHEREAS, John P. "Jack" Haggerty was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, John P. "Jack" Haggerty will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his loving wife, Gerry; his four daughters, Virginia, Colleen Crowley, Nancy O'Brien and Margaret Banke; his five sons, Jack, Jr., Daniel, Billy, Michael and Tom; his two sisters; his three brothers; his twenty grandchildren; and his great-grandchild, John P. "Jack" Haggerty 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 December, 1997, do hereby commemorate John P. "Jack" Haggerty 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 P. "Jack" Haggerty.

TRIBUTE TO LATE MR. JAMES M. JORDAN.

WHEREAS, James M. Jordan has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, James M. Jordan was born on January 13, 1918, the son of Frederick and Katherine Jordan (nee Heffernan); and

WHEREAS, James M. Jordan graduated cum laude from Northwestern University and was president of the class of 1951; and

WHEREAS, James M. Jordan served tirelessly and ably as the superintendent of the Cook County Juvenile Temporary Detention Center; and

WHEREAS, In that most important role, James M. Jordan was instrumental in laying out the blueprints for the present center, its programs and procedures, all of which became models for similar institutions throughout the nation; and

WHEREAS, A pioneer in the field of juvenile justice, James M. Jordan opened the Herrick House in 1964, an institution established to provide a home-like environment on a temporary basis for children who have been neglected, abused or abandoned; and

WHEREAS, James M. Jordan was the co-founder and commissioner of the National Juvenile Detention Association; and

WHEREAS, James M. Jordan was a decorated World War II veteran; and

WHEREAS, James M. Jordan was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, James M. Jordan will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Birgit; his son, Michael; his three daughters, Maryalice Jordan-Marsh, Jinjer and Margaret; his sister and a grandchild, James M. Jordan 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 December, 1997, do hereby commemorate James M. Jordan 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 James M. Jordan.

TRIBUTE TO LATE MR. JOHN J. KAMMER, JR.

WHEREAS, John J. Kammer, 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, A resident of Chicago, John J. Kammer, Jr. was a distinguished and respected member of his community; and

WHEREAS, John J. Kammer, Jr. served as vice president of investments for Smith Barney, Inc., in Chicago; and

WHEREAS, For the past twenty years, John J. Kammer, Jr. had served tirelessly and ably as a stock broker and investment advisor for Smith Barney, Inc.; and

WHEREAS, John J. Kammer, Jr. was a member of the president's council, which consists of the firms's top producers; and

WHEREAS, John J. Kammer, Jr. was born in Racine, Wisconsin and bravely served in the United States Army Air Forces; and

WHEREAS, During World War II, John J. Kammer, Jr. worked in radio operations for more than twenty missions against targets in northern Italy, Austria and southern Germany; and

WHEREAS, John J. Kammer, Jr. was a valued member of the Midwest Advisory Board for the United States Air Force; and

WHEREAS, In service to others, John J. Kammer, Jr. spearheaded many campaigns to raise funds for charitable and philanthropic groups; and

WHEREAS, A former resident of Oak Park, John J. Kammer, Jr. was an amateur magician who delighted all with his skill and showmanship; and

WHEREAS, John J. Kammer, Jr. will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his loving wife, Karen; his four sons, Michael, Patrick, Thomas and Dennis; his two daughters, Pamela Ludvik and Theresa; his eight grandchildren and two great-grandchildren, John J. Kammer, 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 December, 1997, do hereby commemorate John J. Kammer, 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 John J. Kammer, Jr.

TRIBUTE TO LATE HONORABLE WILLARD J. LASSERS.

WHEREAS, The Honorable Willard J. Lassers has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Willard J. Lassers was a prominent and respected member of the legal community; and

WHEREAS, The Honorable Willard J. Lassers served tirelessly and ably for nineteen years as a Cook County Circuit Court judge; and

WHEREAS, Prior to assuming his responsibilities on the bench, The Honorable Willard J. Lassers had served with great distinction as a civil and criminal litigator for the Chicago law firm of Elson, Lassers and Wolff; and

WHEREAS, The Honorable Willard J. Lassers was a graduate of the University of Chicago Law School; and

WHEREAS, An active participant in matters of public and social importance, The Honorable Willard J. Lassers gave generously of his time and energy to serve as a member of the boards of the American Civil Liberties Union and of KAM Isaiah Israel Congregation; and

WHEREAS, During World War II, The Honorable Willard J. Lassers bravely served his country in the United States Army and was stationed in Europe; and

WHEREAS, The Honorable Willard J. Lassers will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his loving wife, Elisabeth; his daughter Kippi; and his brother, The Honorable Willard J. Lassers 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 December, 1997, do hereby commemorate The Honorable Willard J. Lassers 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 Willard J. Lassers.

TRIBUTE TO LATE HONORABLE ENDICOTT PEABODY.

WHEREAS, The Honorable Endicott "Chub" Peabody has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Hollis, New Hampshire, The Honorable Endicott "Chub" Peabody was a distinguished and respected member of his community; and

WHEREAS, The Honorable Endicott "Chub" Peabody was a direct descendant of John Endicott, a founder of the Massachusetts Bay Colony and the state's first colonial governor; and

WHEREAS, From 1962 to 1964, The Honorable Endicott "Chub" Peabody served tirelessly and ably as the governor of Massachusetts; and

WHEREAS, During World War II, The Honorable Endicott "Chub" Peabody joined the United States Navy and served as a torpedo and fire-control officer aboard a submarine, the Tirante, in the Pacific; and

WHEREAS, The Honorable Endicott "Chub" Peabody was awarded a Silver Star for gallantry; and

WHEREAS, Following the war, The Honorable Endicott "Chub" Peabody graduated from Harvard Law School in 1948, and later joined a law firm; and

WHEREAS, In 1955, The Honorable Endicott "Chub" Peabody was elected to local office in Cambridge, but was defeated in races for attorney general in 1956 and 1958, for governor in 1960 and for the United States Senate in 1966, all in Massachusetts; and

WHEREAS, In 1972, The Honorable Endicott "Chub" Peabody campaigned for the Democratic nomination for vice president of the United States; and

WHEREAS, After moving to New Hampshire, The Honorable Endicott "Chub" Peabody lost a race for the Senate in 1986 and the State Legislature in 1992; and

WHEREAS, The Honorable Endicott "Chub" Peabody was named to a post in the Office of Emergency Planning by President Lyndon B. Johnson in 1967 and practiced law for a brief time in Washington D.C.; and

WHEREAS, In recent years, The Honorable Endicott "Chub" Peabody had devoted much of his time to activities on behalf of the United Nations; and

WHEREAS, The Honorable Endicott "Chub" Peabody will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife of fifty-four years, Barbara; his two sons, Robert and Endicott Jr.; his daughter, Barbara Peabody; his three brothers, Samuel, George and Malcolm Jr.; and his six grandchildren, The Honorable Endicott "Chub" Peabody 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 December, 1997, do hereby commemorate The Honorable Endicott "Chub" Peabody 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 Endicott "Chub" Peabody.

TRIBUTE TO LATE MR. BURTON SCHOENBERG.

WHEREAS, Burton Schoenberg has been called to eternal life by the wisdom

God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, Burton Schoenberg was born on September 22, 1934, the son of Ruben and Charlotte Schoenberg (nee Russo); and

WHEREAS, Burton Schoenberg was the devoted father of State Representative Jeffrey M. Schoenberg (D-58th), Bradley Schoenberg and Jonathan Schoenberg; and

WHEREAS, Burton Schoenberg was the loving grandfather of David Ori Schoenberg and Michal Sigal Schoenberg; and

WHEREAS, Burton Schoenberg served his country in the United States armed forces; and

WHEREAS, A resident of Fort Worth, Texas, Burton Schoenberg was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Burton Schoenberg will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his three sons, the Honorable Jeffrey M., Bradley and Jonathan; and his two grandchildren, David Ori and Michal Sigal, Burton Schoenberg 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 December, 1997, do hereby commemorate Burton Schoenberg 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 Burton Schoenberg.

TRIBUTE TO LATE MR. JESSE F. STEWART.

WHEREAS, Jesse F. Stewart 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, Jesse F. Stewart was born on April 2, 1924, in Malvern, Arkansas, the son of the late Willie B. and Ethel Stewart (nee Reese); and

WHEREAS, Jesse F. Stewart moved to the City of Chicago in 1945; and

WHEREAS, In 1952, Jesse F. Stewart joined the Chicago Fire Department and rose through the ranks from firefighter to serve as assistant deputy fire commissioner; and

WHEREAS, Jesse F. Stewart served tirelessly and ably as a member of the Chicago Fire Department until he was critically injured on February 3, 1985 while rushing to the scene of an arson fire on the northwest side; and

WHEREAS, For the past twelve years, Jesse F. Stewart had remained under medical and nursing care, but had never recovered from his injuries; and

WHEREAS, A dedicated public servant, Jesse F. Stewart was the highest-ranking African-American member of the department at the time of the accident; and

WHEREAS, Jesse F. Stewart was a man of great ability, bravery and dedication who brought honor to himself and his community; and

WHEREAS, Jesse F. Stewart will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his daughter, Sharon; his son, Derrick (C.F.D.); his two sisters, Helen Danner and Margaret Williams; his two brothers, Joe D. and Willie B.; and his grandchildren, Jesse F. Stewart 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 December, 1997, do hereby commemorate Jesse F. Stewart 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 Jesse F. Stewart.

TRIBUTE TO LATE MR. JACK WEBER.

WHEREAS, Jack Weber has been called to eternal life by the wisdom of God at the age of ninety-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Jack Weber was born on September 13, 1905, in the City of Chicago, the son of Benjamin and Regina Weber (nee Katz); and

WHEREAS, Jack Weber was a distinguished and respected member of his community; and

WHEREAS, Prior to his retirement from public service, Jack Weber was a police sergeant for the Cook County Forest Preserve District; and

WHEREAS, Jack Weber was the owner of Humboldt Billiards in Humboldt Park until he sold the business in 1964; and

WHEREAS, Jack Weber was a valued member of many organizations including the Shomrim Society, the Fraternal Order of Police, the Decalogue Masonic Lodge Number 160, the Scottish Rite Valley of Chicago and the Medinah Shrine Temple; and

WHEREAS, Jack Weber will be dearly missed by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Myrtle Merriam Weber; his two daughters, Barbara Lemoine and Sharon Bollinger; his eight grandchildren and five great-grandchildren, Jack Weber 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 December, 1997, do hereby commemorate Jack Weber 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 Jack Weber.

TRIBUTE TO LATE MR. LEONARD UTECHT.

WHEREAS, Leonard Utecht 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, Leonard Utecht was the son of the late Stanley and Pearl Utecht (nee Wichlac); and

WHEREAS, Leonard Utecht was the loving husband of the late Irene (nee Sypniewski); and

WHEREAS, For more than fifty years, Leonard Utecht was widely beloved and recognized as Chicago's Santa Claus for his role as Saint Nick in the annual Christmas parade in the Loop; and

WHEREAS, A native of the northwest side, Leonard Utecht volunteered his services at nursing homes, orphanages, and parades; and

WHEREAS, Leonard Utecht first assumed the role of Santa Claus in 1940, while working as an assistant theater manager when he filled in for a friend who had lost his voice; and

WHEREAS, Leonard Utecht later turned his Santa skills into a year-round calling, posing for pictures and working at Santa's Village in Dundee; and

WHEREAS, Leonard Utecht was a life member of the Lafourths Association, Lafayette Council Number 361 Knights of Columbus, Christopher Columbus Assembly, and a member of the City of Chicago Senior Citizens Hall of Fame; and

WHEREAS, Leonard Utecht will long be remembered as a man who brought great joy into the hearts of all Chicagoans; and

WHEREAS, To his many friends and admirers, Leonard Utecht 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 December, 1997, do hereby commemorate Leonard Utecht 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 Lafourths Association, Lafayette Council Number 361 Knights of Columbus, Christopher Columbus Assembly.

TRIBUTE TO LATE HONORABLE BOB WEIDLING.

WHEREAS, The Honorable Bob Weidling has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Wilmington, The Honorable Bob Weidling was a distinguished and respected member of his community; and

WHEREAS, The Honorable Bob Weidling had served tirelessly and ably as the mayor of Wilmington from 1977 until 1992; and

WHEREAS, A dedicated public servant, The Honorable Bob Weidling was affectionately known to the residents of the Will County city of Wilmington, as "Mayor Bob"; and

WHEREAS, During his esteemed tenure, the city purchased land for a municipal building, constructed a plant to treat water from the Kankakee River and built a bridge across the river; and

WHEREAS, The Honorable Bob Weidling served his country in the United States Army during World War II; and

WHEREAS, From 1954 to 1976, The Honorable Bob Weidling also served as Wilmington township supervisor and as a member of the Will County Board; and

WHEREAS, The Honorable Bob Weidling worked as a professional painter, retiring in 1984; and

WHEREAS, The Honorable Bob Weidling will be long remembered as a leader of Wilmington who radiated enthusiasm and friendship at all times; and

WHEREAS, The Honorable Bob Weidling will be dearly missed by his many

relatives, friends and colleagues; and

WHEREAS, To his loving wife, Georgette; his three sons, Bob, Bill and Henry; his three daughters, Marianne Quirk, Susan Baker and Victoria; his three stepchildren, Tommy, Kevin and Elizabeth Crisp; and his nineteen grandchildren, The Honorable Bob Weidling 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 December, 1997, do hereby commemorate The Honorable Bob Weidling 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 Bob Weidling.

TRIBUTE TO LATE HONORABLE COLEMAN A. YOUNG.

WHEREAS, The Honorable Coleman A. Young has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Coleman A. Young was elected mayor of the City of Detroit in 1973 and served tirelessly and ably for a record five terms in office; and

WHEREAS, The Honorable Coleman A. Young was credited with helping to revitalize downtown Detroit and with keeping the city financially afloat during the late 1970s and early 1980s; and

WHEREAS, The Honorable Coleman A. Young was born in Tuscaloosa, Alabama, the oldest of five children; and

WHEREAS, The family of The Honorable Coleman A. Young moved to Detroit when he was five years old and eventually settled on the city's east side; and

WHEREAS, During World War II, The Honorable Coleman A. Young served as

a bombardier-navigator with the Tuskegee Airmen; and

WHEREAS, The Honorable Coleman A. Young later became a labor organizer and in 1951, he founded the National Negro Labor Council, an organization dedicated to seeking equal job opportunities for African-Americans; and

WHEREAS, The Honorable Coleman A. Young will be dearly missed by his many relatives, friends and admirers; and

WHEREAS, To his son, Coleman Young, Jr.; and his two sisters, Juanita Clark and Bernice Greer, The Honorable Coleman A. Young 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 December, 1997, do hereby commemorate The Honorable Coleman A. Young 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 Coleman A. Young.

EXPRESSION OF APPRECIATION TO MS. DIANE AIGOTTI FOR DEDICATED PUBLIC SERVICE.

WHEREAS, City of Chicago Budget Director Diane Aigotti retired from public service on December 8, 1997 to join the University of Chicago Hospitals and Health System; and

WHEREAS, In this new role, Diane Aigotti will serve as vice president and director of its office of budget and management; and

WHEREAS, The Chicago City Council has been informed of this appointment by Alderman Edward M. Burke; and

WHEREAS, Diane Aigotti is a highly respected public servant known for her intelligence and common-sense approach to municipal government; and

WHEREAS, Diane Aigotti joined the City of Chicago in 1991 and was named budget director in July of 1995, by Mayor Richard M. Daley; and

WHEREAS, Prior to her appointment, Diane Aigotti served as a special assistant to the mayor; and

WHEREAS, In that most important role, Diane Aigotti led legislative efforts in Springfield to reform the Chicago Board of Education; and

WHEREAS, Diane Aigotti also served tirelessly and ably as the mayor's key liaison on educational issues with the business community and neighborhood and school reform organizations; and

WHEREAS, Diane Aigotti also extensively worked on efforts to bring a gaming and family entertainment complex to Chicago, coordinating all financial market analyses and legislative efforts; and

WHEREAS, Diane Aigotti previously served the Office of Budget and Management by working on a number of special projects and monitored hundreds of millions of dollars in expenditures for the departments of Streets and Sanitation, General Services and Fleet Management; and

WHEREAS, Diane Aigotti played an instrumental role in labor negotiations for the City of Chicago, as well as provided a financial oversight of other local government agencies; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of December, 1997, do hereby express our deep appreciation to Diane Aigotti for seven years of dedicated and tireless public service on behalf of the City of Chicago, and extend every best wish for her continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Diane Aigotti.

GRATITUDE EXTENDED TO MR. PETER GADIEL FOR BRAVERY AND CONTRIBUTIONS OF VISUAL AND HISTORICAL RECORD OF HOLOCAUST.

WHEREAS, The drawings of Peter Gadiel, a graphic artist who survived the Holocaust, have been put on display at the United States Holocaust Memorial Museum in Washington D.C., through 1999; and

WHEREAS, The Chicago City Council has been informed of this important historical exhibit by Alderman Edward M. Burke; and

WHEREAS, Peter Gadiel was a longtime Chicago resident who died in 1971; and

WHEREAS, The works of Peter Gadiel documented the horrors of the Kovno Ghetto in Lithuania during World War II; and

WHEREAS, Entitled the "Hidden History of the Kovno Ghetto", the exhibit brings together writings, photographs, art, music, memories, a graph and religious treatises; and

WHEREAS, Peter Gadiel and his wife, Renee, survived the Holocaust after being sent to separate concentration camps, Renee to Stutthof and Peter to Dachau; and

WHEREAS, In May, 1946, Peter and Renee Gadiel moved to Chicago where they later raised two daughters, Dalia Sak and Deborah; and

WHEREAS, Recovered after the war, the works of Peter Gadiel had survived by being wrapped in waxed paper, buried in wooden crates lined with tar paper and covered with metal sheeting welded shut; and

WHEREAS, Today, the drawings of Peter Gadiel stand as a stark and ominous reminder of the horror of Nazi atrocities; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of December, 1997, do hereby recognize the bravery and contributions of Peter Gadiel, who at extreme risk to his own safety, provided a visual and historical record of the atrocities of the Holocaust; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Peter Gadiel.

CONGRATULATIONS EXTENDED TO MRS. ELIZABETH ROSALIE GLOSA HOUSTON ON NINETIETH BIRTHDAY.

WHEREAS, Elizabeth Rosalie Glosa Houston will celebrate her ninetieth birthday on December 15, 1997; and

WHEREAS, The Chicago City Council has been informed of this auspicious occasion by Alderman Edward M. Burke; and

WHEREAS, Elizabeth Rosalie Glosa Houston was born on December 15, 1907, above her parent's place of business on the northwest corner of West 43rd Street and South Ashland Avenue in the Back of the Yards neighborhood; and

WHEREAS, Elizabeth Rosalie Glosa Houston graduated in 1926 from Visitation High School; and

WHEREAS, In 1928, Elizabeth Rosalie Glosa Houston graduated from DePaul University Secretarial School; and

WHEREAS, Elizabeth Rosalie Glosa Houston served for many years as a secretary for Armour Swift-Eckrich, Inc., located in the Back of the Yards community; and

WHEREAS, Elizabeth Rosalie Glosa Houston married the late James P. Houston on June 22, 1935, and is the devoted and loving mother of Betty O'Connell, James, Robert, Donald, John and Mary Finn; and

WHEREAS, Elizabeth Rosalie Glosa Houston lived in Saint Basil Parish for fifty-five years and served as the parish secretary for nineteen years; and

WHEREAS, A highly respected member of her community, Elizabeth Rosalie Glosa Houston served as a delegate to the Back of the Yards Council; and

WHEREAS, Elizabeth Rosalie Glosa Houston is the aunt of Ann Glosa; and

WHEREAS, Elizabeth Rosalie Glosa Houston has twenty-seven grandchildren and fifteen great-grandchildren; and

WHEREAS, Elizabeth Rosalie Glosa Houston will be honored by her many family members and friends at a birthday party to be held on December 20, 1997; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of December, 1997, do hereby congratulate Elizabeth Rosalie Glosa Houston on the occasion of her ninetieth birthday and extend every best wish for her continued good health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Elizabeth Rosalie Glosa Houston.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MS. DOROTHY JOHNSON.

WHEREAS, God in his infinite wisdom and goodness has removed from us our friend, Ms. Dorothy Johnson; and

WHEREAS, She will long be remembered by her family and friends; now, therefore,

Be It Resolved, This tenth day of December, 1997, that we, the Alderman/ Committeeman, staff and the 16th Ward community do hereby extend our deep and sincere sympathy to the entire family in their loss. May you always rely on Him who will heal all sorrow:

You are not forsaken in this world

God watches over you,

He is mindful of your trials

He's interested in everything you do.

You are not left alone in this world

God is forever by your side,

He's waiting now to help you

He will with you abide.

So do not worry or fret yourself

Do place your trust in Him,

Under His care you can't lose

He'll see you through to the end!

; and

Be It Further Resolved, That a copy of this resolution be presented to the family of Ms. Dorothy Johnson.

CONGRATULATIONS EXTENDED TO DR. ERNEST L. GLASPIE, JR. ON LEADERSHIP AND COMMITMENT TO ENGLEWOOD CHURCH OF GOD.

WHEREAS, It gives me great pleasure to extend cordial greetings to the Englewood Church of God family and Dr. Ernest L. Glaspie, Jr.; and

WHEREAS, I salute the Englewood Church of God in their choice of a leader with inspiration, hope, commitment and dedication to bring the word of God; and

WHEREAS, Congratulations are in order to Dr. Ernest L. Glaspie, Jr., on your continued commitment to provide leadership. I commend you and your leadership is welcomed in the 16th Ward; now, therefore,

Be It Resolved, This tenth day of December, 1997, that we, the Alderman/ Committeeman, staff and the 16th Ward community, do hereby extend best wishes to you on your installation; this celebration is a fitting tribute to you; and

Be It Further Resolved, That a copy of this resolution will be presented to Dr. Ernest L. Glaspie, Jr.

Presented By

ALDERMAN PETERSON (17th Ward):

TRIBUTE TO LATE MRS. NINA JOANN GIBSON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Nina Joann Gibson; and

WHEREAS, Nina Joann Gibson was born on November 24, 1938 in Athens, Georgia to the late Rebecca and the late James Arthur Willoughby; and

WHEREAS, In 1950, Nina Joann Gibson moved to Chicago, where she continued her primary and secondary education; and

WHEREAS, Until 1984, Nina Joann Gibson was employed at Siemens Gammasoniecs, Corp. in Des Plaines, Illinois; and

WHEREAS, Mrs. Gibson was a faithful and active member of Original Philadelphia Missionary Baptist Church. She was a member of the Pastor's Aid Committee, the Senior Usher Board and the C.C. King Missionary Group. Also, she regularly attended Sunday School, bible study, prayer meeting and the Baptist Training Union; and

WHEREAS, Nina Joann Gibson was a devoted wife to the late Johnny Bradley Denton and Theodore E. Gibson. She leaves to cherish her memory, six children, Malika, Rebecca, Johnny, Ida, Joseph and Ida; eighteen grandchildren; a great-grandson, Lamont; a brother, Alphonso; three half sisters and brothers, Joni, Jacquline, Vonita, James, Reginald and John; 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 December, 1997, do hereby extend to the family of the late Nina Joann Gibson our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Nina Joann Gibson.

TRIBUTE TO LATE MRS. MARTHA DENISE HACKINS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Martha Denise Hackins; and

WHEREAS, Martha Denise Hackins was born on November 2, 1962 to the late Richard and Rosezina Hackins; and

WHEREAS, Martha Hackins was a graduate of Paul Robeson High School and Bryman School of Nursing. Also, she attended IIT and Loyola University; and

WHEREAS, Martha Hackins was a Licensed Practical Nurse at Lutheran General Hospital and Children Rehabilitation in Markham, Illinois; and

WHEREAS, Martha Hackins was a devoted wife to Donald Little, Sr. and a special companion to Frank Norman. She leaves to cherish her memory her two daughters, Lakeia Little and Frakina Norman; her son, Donald, Jr.; her sister, Julia; her nephews, Richard and David; and 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 December, 1997, do hereby extend to the family of the late Martha Denise Hackins our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Martha Denise Hackins.

CONGRATULATIONS EXTENDED TO MRS. MARIE HARRIS ON ONE HUNDREDTH BIRTHDAY.

WHEREAS, Marie Harris will celebrate her one hundredth birthday on January 1, 1998; and

WHEREAS, Born in Pickens County, Alabama to Susie and John Henry, Mrs.Harris was raised in Columbus, Mississippi. She attended Union Academy School and Sanders Christian Methodist Church; and

WHEREAS, Since 1921, Mrs. Harris has been a loyal and active member of Carter Temple Christian Methodist Church; and

WHEREAS, In 1917, Mrs. Harris moved to Chicago. Shortly thereafter she married the late Martin Harris. They were married for forty-three years. She is the proud mother of two children, Julius and Margaret; the grandmother of six; the great-grandmother of eight; and the great-great-grandmother of three; 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 December, 1997, do hereby extend to Marie Harris our heartiest congratulations on her one hundredth birthday and wish her continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Marie Harris.

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO MOTHER MC AULEY MIGHTY MACS VOLLEYBALL TEAM ON WINNING ELEVENTH ILLINOIS HIGH SCHOOL ASSOCIATION VOLLEYBALL CHAMPIONSHIP.

WHEREAS, The Mother McAuley Mighty Macs volleyball team defeated Downers Grove South Mustangs for a record breaking eleventh Illinois High School Association Volleyball Championship; and

WHEREAS, The Chicago City Council has been informed of this fete by Alderman Virginia A. Rugai; and

WHEREAS, The members of the Mighty Macs led by Head Volleyball Coach Nancy Wichgers Pedersen, Assistant Coach Lisa Sieger, Assistant Varsity Coach Natalie Holder, Assistant Freshman Coach Jen DeJarld and Volunteer Assistant Terri Sullivan include:

Missy Barnett, Nicole Blazina, Katie Brasher, Lindsay Frasor, Meg Griffin, Robyn Guokas, Erin Halloran, Maura Harrington, Elizabeth Hughes, Nicole Kacor, Angie LaPorte, Lauren Mikos, Julie Ryan, Katie Skelly, Marita Spencer, Heather Thomas and;

WHEREAS, The Mighty Macs had a remarkable season record of thirty-five wins and eight losses. This was the Macs seventeenth appearance down state this being the eighth consecutive year. Mother McAuley continues to reign at the top of Illinois volleyball programs; and,

WHEREAS, The women of Mother Mauley under the direction of Sister Rose Wiorek, principal, represent the finest in education and sportsmanship in all their endeavors; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, assembled this tenth day of December, 1997, do hereby extend their heartfelt congratulations to coach Nancy Pedersen and the women of the Mother McAuley volleyball team on their hard work and dedication that has placed them at the pinnacle of women's volleyball across the City of Chicago and the State of Illinois; and

Be It Further Resolved, That a suitable copy of this resolution be presented to coach Nancy Pedersen and the women of the Mother McAuley Volleyball Champions.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. RUBY LEE MORRIS MC COY.

WHEREAS, God, in his infinite wisdom has called to her eternal reward Ruby Lee Morris McCoy, beloved citizen, friend and community activist; and

WHEREAS, Ruby Lee Morris was born March 3, 1923, she was raised and educated in her native Mississippi and moved to Chicago in 1951 where she

worked for many years as a press operator in a clearing establishment, she returned to further her education later in life, earning a degree in Child Development from Kennedy King College; and

WHEREAS, Ruby Lee Morris married Tim McCoy, and to this union was born one son, Edward McCoy; and

WHEREAS, With a keen interest in politics and good government, Ruby Lee Morris McCoy worked deligently for nearly three decades as a member of the 20th Ward Regular Democratic Organization, where she was known and respected for her unstinting loyalty to The Honorable Kenneth Campbell, The Honorable Cecil Partee and The Honorable Arenda Troutman, present Alderman and Committeeman. She was also a vital participant in several Woodlawn organizations, and she served as president of Saint Clara's Housing Cooperative where she lived. She was often recognized for her tireless efforts on behalf of the Urban Progress program funded by the City's Department of Human Services; and

WHEREAS, A woman of deep spiritual convictions, Ruby Lee Morris McCoy also served long and faithfully at Saint Gelasius Roman Catholic Church in Woodlawn; and

WHEREAS, Ruby Lee Morris McCoy leaves to celebrate her accomplishments her many friends, her loving family, the people of Woodlawn and her extended family within the 20th Ward Regular Democratic Organization; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Ruby Lee Morris McCoy and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ruby Lee Morris McCoy.

Presented By

ALDERMAN MUNOZ (22nd Ward):

CONGRATULATIONS EXTENDED TO BANCO POPULAR ON GRAND OPENING OF LITTLE VILLAGE BRANCH AND DECEMBER 19, 1997 DECLARED "BANCO POPULAR/ LA VILLITA DAY".

WHEREAS, Founded in 1893, Banco Popular is a retail-oriented community bank catering to individual and small and medium-sized companies. Banco Popular is the forty-third largest bank in the United States in terms of deposits and is the main subsidiary of Popular, Inc., a 16.8 Billion Dollar multi-bank holding company with headquarters in San Juan, Puerto Rico. Nationwide, Banco Popular has offices in Puerto Rico, New York, New Jersey, California, Florida and here in Chicago; and

WHEREAS, Banco Popular is currently in a "growth mode", having recently acquired Capitol Bank and Trust of Chicago and American Midwest Bank in Melrose Park last May; and

WHEREAS, The operations of Banco Popular and its affiliates amount to over 4 Billion Dollars in assets. Banco Popular operates twenty-nine branches in New York (having opened its first United States branch thirty-five years ago), thirteen in Chicago, six in Orlando, six in New Jersey, three in Houston and four in Los Angeles; and

WHEREAS, Its aggressive expansion plan, either at the level of Banco Popular or its holding company, Popular, Inc., will enable Banco Popular to continue providing quality service in communities where it is needed, much like its founders intended one hundred four years ago; and

WHEREAS, Banco Popular remains committed to the communities it serves and will continue to grow and extend its products and services across the country; and

WHEREAS, Banco Popular means "People's Bank". It is a commercial bank providing full financial services, including personal and small business loans, vehicle and equipment leasing and residential and commercial mortgage loans, as well as deposit and trust products; and

WHEREAS, Banco Popular is one of the most active leaders to the franchise

industry, specializing in acquisition and working capital loans to the franchisee. Franchise systems include McDoanld's, Dominick's, Pizza Hut, Popeye's and many other lessor known concepts; now, therefore,

Be It Resolved, That Mayor Richard M. Daley joins the Chicago City Council, assembled this tenth day of December, 1997, to congratulate Banco Popular in its expansion efforts and wish to declare Friday, the nineteenth day of December 1997, "Banco Popular/La Villita Day".

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. LEON HENRY FIELDS ON RETIREMENT FROM CHICAGO TRANSIT AUTHORITY.

WHEREAS, Leon Henry Fields will be retiring from the Chicago Transit Authority; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Michael Zalewski; and

WHEREAS, Leon Henry Fields started with the Chicago Transit Authority in April of 1969; and

WHEREAS, Leon Henry Fields will celebrate his retirement with his lovely wife, Denosia; children, Leon Jr., Angela, Tasha Johnson and Latryce; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council on this tenth day of December, 1997, A.D., do hereby congratulate Leon Henry Fields on his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Leon Henry Fields.

Presented By

ALDERMAN SOLIS (25th Ward):

CONGRATULATIONS EXTENDED TO MR. SAM HOLMES FOR BRAVERY IN APPREHENSION OF ROBBERY SUSPECTS.

WHEREAS, Chicago is a city enriched by its citizens, especially by those who exhibit an extraordinary concern for their fellow men and women; and

WHEREAS, One exemplary Chicagoan is Sam Holmes, who on September 17, 1997, exhibited concern and courage and contributed directly to the apprehension of three robbery suspects; and

WHEREAS, Observing a street crime in which two women -- one of them legally blind -- and two children were threatened and attacked by a thief, who punched one woman and then choked and yanked a gold chain from the neck of the other woman -- Sam Holmes took pursuit, first on foot and then, when the alleged thief escaped with two others in a getaway car, he jumped in his own car and continued pursuit, flagging down a Chicago Police Officer and leading to the arrest of the suspects, and, ultimately, the recovery of the gold chain; and

WHEREAS, With no thought to his own personal safety and welfare, Sam Holmes acted swiftly and with great intelligence in bringing alleged offenders to justice; 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 December, 1997, A.D., do hereby express our gratitude and our congratulations to Chicagoan Sam Holmes for an outstanding act of bravery and extend to this fine citizen our very best wishes for future success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sam Holmes.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE MR. WILLIAM GILMORE.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward William Gilmore, beloved citizen, friend and public servant, October 23, 1997; and

WHEREAS, Born in Chicago on January 28, 1931, William Gilmore graduated from Sexton Elementary School and Englewood High School, where he was an outstanding athlete and Boy Scout; and later he served his country honorably in the United States Air Force. Following military service, he worked as a youth counselor for the Chicago Youth Center and Young Men's Christian Association of Metropolitan Chicago, and then spent some twenty-six years with the Social Security Administration from which he retired in 1989; and

WHEREAS, On July 5, 1959, William Gilmore married the former Barbara King, and their blessed union, which thrived until his death, yielded one son and four daughters. Besides his loving wife, he leaves to celebrate his life and accomplishments their son, William III; daughters, Denise, Dianne (Alvin), Danette and Dionne; two grand-daughters, Diamond and Donisha; his sister, Eva; two brothers-in-law, Theophilus Moore and Donald King; 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 December, 1997, A.D., do hereby express our sorrow on the passing of William Gilmore 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. William Gilmore and family.

TRIBUTE TO LATE MR. LENWOOD POLK.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal

reward Lenwood Polk, beloved citizen, friend and public servant, November 17, 1997; and

WHEREAS, Born in Chicago May 18, 1937, Lenwood Polk was educated in the public school system and served his country honorably in the National Guard. On September 22, 1962, he married the former Elaine Nelson, and to this blessed union, which thrived until his death, two children were born, Sharon and David; and

WHEREAS, Deeply devoted to his family, Lenwood Polk forged an outstanding career of public service with the City of Chicago Department of Streets and Sanitation; and

WHEREAS, Besides his immediate family, Lenwood Polk leaves to celebrate his life one aunt, Dee Dee Peppers; three sisters-in-law, Vandora Butler, Debra Minger and Pamela Harrell; two brothers-in-law, Raymond Nelson and Gary Minger; 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 December, 1997, A.D., do hereby express our sorrow on the passing of Lenwood Polk 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. Lenwood Polk and family.

TRIBUTE TO LATE MR. IRMEN WEBB, JR.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Irmen Webb, Jr., beloved citizen and friend, November 12, 1997; and

WHEREAS, Born in Mississippi December 28, 1920, Irmen Webb, Jr. was raised and educated there, and on October 18, 1947, he married his childhood sweetheart, the former Hazel Thompson, and moved to Chicago. Their blessed union, which thrived until his death, eventually yielded eleven children; and

WHEREAS, Irmen Webb, Jr. was employed at Chernin's Shoes, Jones Gas Station, Mount Calvary Missionary Baptist Church, and for thirty years as a machine operator at Clark Equipment Company. A longtime member of Mount Calvary, he served as a sound engineer for its weekly broadcasts and as an usher; and

WHEREAS, A devoted patriarch and a beloved friend to many, Irmen Webb, Jr. leaves to celebrate his accomplishments his loving wife, Hazel; children, Irmen, Willa, Millie, Geraldine, Jerry, Calvin, Sandra, Felicia, Michael, Wanda and LaShon; nineteen grandchildren; seven great-grandchildren; a brother, Willie; a sister, Dorothy Lee; 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 December, 1997, A.D., do hereby express our sorrow on the passing of Irmen Webb, Jr. 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. Irmen Webb, Jr. and family.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. WILLIAM J. ADAMSKI.

WHEREAS, God in his infinite wisdom has called to his eternal reward William J. Adamski, beloved citizen and friend; and

WHEREAS, William J. Adamski was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving wife, Marilyn; his beloved daughter, Suzanne; and a host of other relatives and friends; and

WHEREAS, William J. Adamski 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 December, 1997, A.D., do hereby express our sorrow on the death of William J. Adamski, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of William J. Adamski.

TRIBUTE TO LATE MS. KAREN M. AGNEW.

WHEREAS, God in his infinite wisdom has called to her eternal reward Karen M. Agnew, beloved citizen and friend; and

WHEREAS, Karen M. Agnew, a thirty-seven year employee of TruServ Corporation, was a vital and active member of her community and will be sorely missed. She leaves to mourn her loving sisters, Patricia and Mary Beth; her loving brother, James; her beloved nieces and nephews; and a host of other relatives and friends; and

WHEREAS, Karen M. Agnew 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 December, 1997, A.D., do hereby express our sorrow on the death of Karen M. Agnew 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 Karen M. Agnew.

TRIBUTE TO LATE MS. JOSEPHINE M. ALOIS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Josephine M. Alois, beloved citizen and friend; and

WHEREAS, Josephine M. Alois was a vital and active member of her northwest side community and will be sorely missed. She leaves to mourn her loving sister, Louise; her beloved nieces and nephews; and a host of other relatives and friends; and

WHEREAS, Josephine M. Alois will be deeply missed, but her 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 December, 1997, A.D., do hereby

express our sorrow on the death of Josephine M. Alois, 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 Josephine M. Alois.

TRIBUTE TO LATE MR. GEORGE ASURAS.

WHEREAS, God in his infinite wisdom has called to his eternal reward George Asuras, beloved citizen and friend; and

WHEREAS, George Asuras, former president of Howard Electric Supply Company, was a vital and active member of his community and will be sorely missed. He leaves to mourn his beloved children, Karen, Stacey and Mark; his devoted grandchildren; and a host of other relatives and friends;

WHEREAS, George Asuras 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 December, 1997, A.D., do hereby express our sorrow on the death of George Asuras and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of George Asuras.

TRIBUTE TO LATE MR. DANIEL LOUIS BURKHALTER, JR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Daniel Louis Burkhalter, Jr., beloved citizen and friend; and

WHEREAS, Daniel Louis Burkhalter, Jr. was a vital and active member of his

community and will be sorely missed. He leaves to mourn his loving wife, Marcia; his beloved children, Deanna, Daniel III and Timothy; his devoted grandchildren; and a host of other relatives and friends; and

WHEREAS, Daniel Louis Burkhalter, Jr. 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 December, 1997, A.D., do hereby express our sorrow on the death of Daniel Louis Burkhalter, Jr. 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 Daniel Louis Burkhalter, Jr.

TRIBUTE TO LATE MR. BERNARD G. HELLGETH.

WHEREAS, God in his infinite wisdom has called to his eternal reward Bernard G. Hellgeth, beloved citizen and friend; and

WHEREAS, Bernard G. Hellgeth, a retired fifty-two year employee of Peoples Gas, was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving wife, Lela; his beloved children, Virginia, Thomas, Raymond, Richard and Mary Ann; his devoted grandchildren and great-grandchildren; and a host of other relatives and friends; and

WHEREAS, Bernard G. Hellgeth 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 December, 1997, A.D., do hereby express our sorrow on the death of Bernard G. Hellgeth 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 Bernard G. Hellgeth.

TRIBUTE TO LATE MR. CLEMENCE L. JASKOT.

WHEREAS, God in his infinite wisdom has called to his eternal reward Clemence L. Jaskot, beloved citizen and friend; and

WHEREAS, Clemence L. Jaskot, proprietor of Phyllis' Musical Inn, was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving wife, Phyllis; his beloved children, Charlotte, Clement, Maria and Susan; his devoted grandchildren, Andrew, Regina, Samantha, Paul and Genevieve; and a host of other relatives and friends; and

WHEREAS, Clemence L. Jaskot 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 December, 1997, A.D., do hereby express our sorrow on the death of Clemence L. Jaskot 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 Clemence L. Jaskot.

TRIBUTE TO LATE MR. CHESTER A. MICEK, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Chester A. Micek, Sr., beloved citizen and friend; and

WHEREAS, Chester A. Micek, Sr., was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving wife, Anna; his beloved children, Sandra, Wendy, Linda, Chester, Jr. and Mitchell; his devoted grandchildren and great-grandchildren; and a host of other relatives and friends; and

WHEREAS, Chester A. Micek, Sr. 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 December, 1997, A.D., do hereby express our sorrow on the death of Chester A. Micek, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Chester A. Micek, Sr.

TRIBUTE TO LATE MS. MARY PANICO.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mary Panico, beloved citizen and friend; and

WHEREAS, Mary Panico was a vital and active member of her northwest side community and will be sorely missed. She leaves to mourn her beloved children, Carmen, Jr., Sam, Lenore and Joseph; her devoted grandchildren and great-grandchildren; and a host of other relatives and friends; and

WHEREAS, Mary Panico 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 December, 1997, A.D., do hereby express our sorrow on the death of Mary Panico 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 Mary Panico.

TRIBUTE TO LATE MR. ROBERT L. SCIARAFFA.

WHEREAS, God in his infinite wisdom has called to his eternal reward Robert L. Sciaraffa, beloved citizen and friend; and

WHEREAS, Robert L. Sciaraffa was a vital and active member of his community and will be sorely missed. He leaves to mourn his loving wife, Patricia; his beloved children, Diana and Anthony; and a host of other relatives and friends; and

WHEREAS, Robert L. Sciaraffa 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 December, 1997, A.D., do hereby express our sorrow on the death of Robert L. Sciaraffa 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. Sciaraffa.

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN DIVANE ON MARRIAGE OF SON, MICHAEL.

WHEREAS, Mr. and Mrs. John Divane, outstanding citizens of Chicago's great northwest side, celebrated the wedding of their son, Michael to Maria Sandstrom on August 31, 1997; and

WHEREAS, Michael is a graduate of the University of Wisconsin and Maria is a graduate of DePaul University; and

WHEREAS, Mr. and Mrs. John Divane symbolize the strength and solidity of family life as they celebrate this great occasion with their 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 December, 1997, do hereby offer our heartiest congratulations to Mr. and Mrs. John Divane on the marriage of their son, Michael, and extend to this outstanding family 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 Mr. and Mrs. John Divane.

CONGRATULATIONS EXTENDED TO LAWRENCE AND MARY FEIT ON BIRTH OF SON, ZACHARY JAMES.

WHEREAS, On July 24, 1997, a new citizen came into the world, Zachary James, son of Lawrence and Mary Feit, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great city are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby congratulate Lawrence and Mary Feit on the birth of their son, Zachary James, July 24, 1997, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lawrence and Mary Feit.

CONGRATULATIONS EXTENDED TO ANTHONY AND JENNIFER MADONIA ON BIRTH OF SON, NATHAN ANTHONY.

WHEREAS, On August 31, 1997, a new citizen came into the world, Nathan Anthony, son of Anthony and Jennifer Madonia, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby congratulate Anthony and Jennifer Madonia on the birth of their son, Nathan Anthony, August 31, 1997, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anthony and Jennifer Madonia.

CONGRATULATIONS EXTENDED TO RAYMOND AND EILEEN MC CLURE ON BIRTH OF SON, KIERAN DREW.

WHEREAS, On June 5, 1997, a new citizen came into the world, Kieran Drew, son of Raymond and Eileen McClure, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby congratulate Raymond and Eileen McClure on the birth of their son, Kieran Drew, June 5, 1997, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Raymond and Eileen McClure.

Presented By

ALDERMAN O'CONNOR (40th Ward):

TRIBUTE TO LATE MR. HAROLD S. KELLY.

WHEREAS, Harold S. Kelly was born October 14, 1922 in Tracy, Minnesota, the son of Michael A. Kelly and Julia L. (McCluskey) Kelly; and

WHEREAS, He came of age in Rogers Park, where he attended Saint Ignatius Elementary School and graduated from Sullivan High School; and

WHEREAS, He had lived for many years in Chicago's Edgewater and Ravenswood neighborhoods and, while a resident of Evanston and Palatine in later years, he continued to identify strongly with the communities of Chicago's great north side; and

WHEREAS, He had a life-long interest in Chicago history and politics, dating from his youth when his father, Michael A. Kelly, an employee of County

Commissioner' Office, served as Democratic precinct captain of the 82nd Precinct, 50th Ward; and

WHEREAS, With his three brothers, Bob, Joe and Bill, Harold Kelly rose to the defense of his country during World War II, enlisting in 1943 from Rogers Park, and serving with the Third Marine Division in the South Pacific until the war's end in 1945; and

WHEREAS, He married Chicago native, Patricia J. Runkle, in 1947 at Saint Gertrude's Church in Edgewater and together raised seven children, Michael, Charles, Stephen, Kevin, Peter, Thomas and Mary Ann; and

WHEREAS, His career in Chicago's food-service industry spanned many decades, ranging from his first job as busboy at the Edgewater Golf Club to educational director of the Chicago and Illinois Restaurant Association and, for many years, director of operations for the National Institute for the Food Service Industry (N.I.F.I.); and

WHEREAS, In 1974, on behalf of National Institute for the Food Service Industry, Harold Kelly worked with faculty from City Colleges of Chicago and the Chicago Department of Health to prepare an ordinance for the City Council requiring manager certification for food service sanitation, in response to public concerns over restaurant conditions in Illinois; and

WHEREAS, He helped City Colleges of Chicago develop a comprehensive training program to ensure that the restaurant managers citywide were certified, as required by the new municipal ordinance, as fully understanding the requirements of sanitation in a food service establishment; and

WHEREAS, The United States Food and Drug Administration patterned its model ordinance and code requiring restaurant manager certification on the City of Chicago Food Service Ordinance, which had been advanced in no small measure through the efforts of Harold S. Kelly and National Institute for the Food Service Industry; and

WHEREAS, Harold S. Kelly who died November 9, 1997, 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 Chicago City Council, in meeting assembled this tenth day of December, 1997, do hereby commemorate Harold S. Kelly for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented

to the family of Harold S. Kelly.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. MITCHELL G. DREDZE.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Mitchell G. Dredze to his eternal reward on the third day of December nineteen hundred and ninety-seven, A.D.; and

WHEREAS, Mr. Mitchell G. Dredze was a distinguished lawyer who practiced law for seventy years in his latter years in Deerfield, Illinois; and

WHEREAS, Mr. Mitchell G. Dredze graduated from Crane Junior College and received his law degree from Chicago Kent College of Law going on to practice civil law at several Loop locations; and

WHEREAS, Mr. Mitchell G. Dredze served in the United States Army during World War II from 1943 through 1945 and was stationed in the Philippines where he helped coordinate the civil affairs of the occupied territories; and

WHEREAS, Mr. Mitchell G. Dredze was a supporter of many Jewish causes and was a member of Chicago Loop Synagogue and Congregation K.I.N.S. of West Rogers Park; and

WHEREAS, Mr. Mitchell G. Dredze was past president of the B'nai B'rith Council of Greater Chicago, the founding principal of Hillel Torah North Suburban Day School and a board member of the Hebrew Theological College of Surgeons; and

WHEREAS, Mr. Mitchell G. Dredze is survived by his beloved children including a son, Leo; a daughter, Edna Shrank; five grandchildren; and a sister; 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 December, nineteen hundred ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Mr. Mitchell G. Dredze 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. Mitchell G. Dredze.

TRIBUTE TO LATE MRS. MARY L. DURPETTI.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Mary L. Durpetti to her eternal reward on the thirtieth day of November, nineteen hundred and ninety-seven, A.D.; and

WHEREAS, Mrs. Mary L. Durpetti was known as the "Mayor of Wells Street", a nickname her father gave her because she was always helping everybody in the neighborhood, especially immigrants; and

WHEREAS, Mrs. Mary L. Durpetti accompanied immigrants to different social service agencies, making sure people got all the benefits such as Social Security that they had coming, many of whom are still earning retirement and covered by health insurance; and

WHEREAS, Mrs. Mary L. Durpetti was a volunteer cook for many years at Assumption Catholic Church and Holy Name Cathedral, working with Italian immigrants; and

WHEREAS, Mrs. Mary L. Durpetti was a resident for more than seventy years of Chicago's River North area and more recently of the Galewood neighborhood of the city; and

WHEREAS, Mrs. Mary L. Durpetti was the loving mother of daughters Mary Ann Folino and Jean Lundergan; sons, Adolph "Sonny" Durpetti and Anthony Durpetti; eight grandchildren; 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 December, nineteen hundred ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Mrs. Mary L. Durpetti 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. Mary L. Durpetti.

TRIBUTE TO LATE MR. PHILIP E. KELLEY.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Philip E. Kelley to his eternal reward on the twenty-sixth day of November, nineteen hundred and ninety-seven A.D.; and

WHEREAS, Mr. Philip E. Kelley was a national leader in the fine furniture industry who oversaw the renovation and redevelopment of the Merchandise Mart in Chicago; and

WHEREAS, Mr. Philip E. Kelley started his career in the furniture industry more than thirty-five years ago with the Widdicomb Furniture Company in Grand Rapids, Michigan, where he was born; and

WHEREAS, Mr. Philip E. Kelley was a graduate of the University of Michigan and served in the United States Army during the Korean War; and

WHEREAS, Mr. Philip E. Kelley moved to Chicago in 1963 and joined Knapp and Tubbs, which he purchased two years later and built into what became the largest distributor of fine furniture in the country, with show rooms in all major cities; and

WHEREAS, Mr. Philip E. Kelley's great friend, advertising executive John Aves, said that "I think that many of us who worked with him would refer to that time as the Kelley years. He was an exciting builder."; and

WHEREAS, Mr. Philip E. Kelley was an exceptional businessman and a humanitarian who helped many people during his life including the children of family friends who had passed away; and

WHEREAS, Mr. Philip E. Kelley merged Knapp and Tubbs with The Baker Furniture Company which was purchased by North American Philips N.V. and continued to serve as chief executive officer of Baker Knapp and Tubbs which he built into the dominant fine furniture company in North America; and

WHEREAS, Mr. Philip E. Kelley became president and chief executive officer of the Merchandise Mart in 1983 and retired in 1991; and

WHEREAS, Mr. Philip E. Kelley received many honors and awards including Man of the Year from the National Wholesale Home Furnishings Association and was inducted into the Interior Design Magazine Hall of Fame; and

WHEREAS, Mr. Philip E. Kelley was a past member of the Harold Washington Foundation and board member of the Chicago Historical Society; and

WHEREAS, Mr. Philip E. Kelley is survived by his wife, Rowena; two daughters, Claire Hardon and Laura; three grandchildren; a sister 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 December, nineteen hundred and ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Mr. Philip E. Kelley 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. Philip E. Kelley.

CONGRATULATIONS EXTENDED TO MR. DONALD LOWRY ON RETIREMENT FROM CNA.

WHEREAS, Mr. Donald M. Lowry will be retiring from a long and successful career with CNA on March 6, 1998; and

WHEREAS, Mr. Donald M. Lowry is senior vice president, secretary and general counsel for Chicago based CNA, a position he has held since 1980; and

WHEREAS, Mr. Donald M. Lowry is also senior vice president, secretary and general counsel of the CNA holding company, CNA Financial Corporation; and

WHEREAS, CNA is one of the world's premier insurance organizations ranking among the top ten United States insurance groups and in 1997 marked its centennial year; and

WHEREAS, Mr. Donald M. Lowry as chief legal officer for CNA has been responsible for providing legal counsel on company operations including insurance products and services as well as legislative and regulatory matters;

and

WHEREAS, Before assuming the above responsibilities at CNA, Mr. Donald M. Lowry served as vice president and general counsel and head of the law department since 1988; and

WHEREAS, Mr. Donald M. Lowry was named vice president in 1982 while serving as assistant general counsel, a post he had held since 1971; and

WHEREAS, Mr. Donald M. Lowry began his career in 1953 as an attorney in the claim department of the Milwaukee branch office, leaving that office to enter private practice in 1955; and

WHEREAS, Prior to rejoining CNA in 1958, Mr. Donald M. Lowry was a principal in the law firm of Boden & Lowry in Milwaukee; and

WHEREAS, Mr. Donald M. Lowry is a member of the American Bar Association and the Wisconsin Bar Association; and

WHEREAS, Mr. Donald M. Lowry obtained a degree in philosophy from Marquette University and earned his law degree from Marquette University Law School; 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 December, nineteen hundred and ninety-seven, A.D., do hereby congratulate Mr. Donald M. Lowry on the occasion of his retirement from CNA on March 6, 1998; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Donald M. Lowry.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

TRIBUTE TO LATE MRS. MARY DAPOGNY.

WHEREAS, God in his infinite wisdom and judgment has called to her eternal

reward Mary Dapogny, beloved citizen and friend, October 27, 1997; and

WHEREAS, Born in 1907, Mary Dapogny had a long and fruitful life and reached out and touched many people. She married Gene R. Dapogny and together they enjoyed a beautiful union which endured until his death; and

WHEREAS, Mrs. Dapogny and her husband were strong supporters of the arts and theater communities having been founding members of the Engle Lane Theatre in Streator, Illinois and founders of the Black Swamp Players in Bowling Green, Ohio; and

WHEREAS, Mary Dapogny leaves to celebrate her accomplishments a son, Robert; daughters, Jeanne, Rose, Pinky and Mary; a brother, Frank Walsh; twelve grandchildren; fourteen great-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 December, 1997, A.D., do hereby express our sorrow on the death of Mary Dapogny 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 Mary Dapogny.

TRIBUTE TO LATE MRS. MARY GEHR RAY.

WHEREAS, God in his infinite wisdom and judgement has called to her eternal reward the noted artist and citizen, Mary Gehr Ray, at the age of eighty-seven; and

WHEREAS, Known for her distinctive engraving and batik works -- some of which are in the permanent collections of the Art Institute of Chicago, the Philadelphia Museum of Art and many other such venues -- Mary Gehr Ray, who married studio owner Bert Ray in 1950 and became a noted member of Chicago's great Old Town community, helped to found Chicago's famous annual event, The Old Town Art Fair; and

WHEREAS, Mary Gehr was born in suburban Ravinia, Illinois, attended Highland Park High School and Smith College, which she left to study dancing. She was a member of the Chicago Opera Company ensemble for four seasons

and then spent three years with the Ruth Page-Stone Ballet; she was featured in the original "Frankie and Johnny" ballet for the Federal Theater; and

WHEREAS, When she left the stage, Mary Gehr enrolled at Chicago's Art Institute, and as early as 1949 she had her first national show of watercolors. In subsequent years, she was to have at least fifty solo exhibits across the United States and beyond; and

WHEREAS, From their marriage in 1950, Bert Ray and Mary Gehr Ray became a focus of Chicago's great and innovative art community. Their Old Town home was a showplace filled with her works, and in addition she could boast a prizewinning garden. In addition to her individual pieces, Mary Gehr Ray illustrated some two dozen children's books and was an inspiration to many young artists; and

WHEREAS, Mary Gehr Ray leaves to celebrate her accomplishments a daughter, Virginia Riggle; one sister, Louise Czerniski; two granddaughters; and a host of friends and admirers; 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 December, 1997, A.D., do hereby express our sorrow on the death of Mary Gehr Ray 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 Mary Gehr Ray.

CONGRATULATIONS EXTENDED TO CHRISTINE AND JEFF GELMAN ON BIRTH OF DAUGHTER, ARIELLE.

WHEREAS, Christine and Jeff Gelman brought a brand new baby into the world on Monday, October 27, 1997; and

WHEREAS, On that date the City of Chicago's newest citizen, Arielle Gelman, made her first appearance -- at 6 pounds, 12 ounces and stretching the tape to 19½ inches; and

WHEREAS, The joy spread throughout the neighborhood and to the family's many dear friends and loving relatives; 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 December, 1997, A.D., do hereby extend our heartiest congratulations to Christine and Jeff Gelman and proudly welcome their daughter, Arielle Gelman to our city where we are confident she will grow and prosper and following in her family's footsteps make many significant contributions to our community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Arielle Gelman.

CONGRATULATIONS EXTENDED TO CAPTAIN JOHN P. KELLY ON RETIREMENT FROM CHICAGO FIRE DEPARTMENT.

WHEREAS, Friends, colleagues and admirers are gathering on Thanksgiving Day, November 27, 1997 to honor Captain John P. Kelly of the Chicago Fire Department's Engine 91 on the occasion of his retirement from an outstanding public service career spanning over three decades; and

WHEREAS, Having joined Chicago's great Fire Department in 1961, John Kelly worked his way up through the ranks -- from firefighter to lieutenant to captain -- in a career noted for great acumen and bravery; and

WHEREAS, Captain John Kelly is held in high public esteem and represents the finest standards of public service not only in his career but also in his active civic participation; and

WHEREAS, Captain Kelly and his family have been recognized and honored many times for their many contributions in the Sheffield neighborhood and Lincoln Park business community as Captain Kelly is a lifelong resident of Lincoln Park and operator of Kelly's Pub, a family-owned business spanning generations of Kelly's; 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 December, 1997, A.D., do hereby offer our gratitude and our heartiest congratulations to Captain John P. Kelly of the Chicago Fire Department's Engine 91 on the occasion of his retirement and we extend to this fine 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 Captain John P. Kelly.

CONGRATULATIONS EXTENDED TO SUSAN AND JOEY VARTANIAN ON BIRTH OF SON, CHRISTIAN VAROUJ.

WHEREAS, Susan and Joey Vartanian brought a brand new baby into the world on Thursday, November 6, 1997; and

WHEREAS, At 5:40 P.M. on that date the City of Chicago's newest citizen, Christian Varouj Vartanian, made his first appearance -- a robust 8 pounds and stretching the tape to 21 inches; and

WHEREAS, The joy spread throughout Northwestern Hospital and to the family's many dear friends and loving relatives; 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 December, 1997, A.D., do hereby extend our heartiest congratulations to Susan and Joey Vartanian and proudly welcome their son, Christian Varouj Vartanian to our city where we are confident he will grow strong and prosper and following in his family's footsteps make many significant contributions to our community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christian Varouj Vartanian.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO ANGELA AND ULRICH WILKENS ON FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Ulrich Wilkens are celebrating fifty years of wedded bliss January 20, 1998; and

WHEREAS, Angela Kohnen and Ulrich Wilkens were married at Sacred Heart of Jesus Church in their native Neuborger, Germany. They have raised a lovely family of four children; Anni, Herman, Ulrich and Heinrich and currently have eleven grandchildren; and

WHEREAS, Angela and Ulrich Wilkens represent the strength and solidity of family life; and

WHEREAS, Their family residing in Chicago, Illinois: Mr. and Mrs. Herman Wilkens, Alderman and Mrs. Patrick Levar, Miss Helen Wilkens, Dr. and Mrs. William Wilkens and Mr. and Mrs. Richard Wilkens, extend their sincerest congratulations; 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 December, 1997, A.D., do hereby honor and congratulate Mr. and Mrs. Ulrich Wilkens on their fiftieth wedding anniversary and extend to this fine couple our most fervent wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Ulrich Wilkens and Mr. and Mrs. Herman Wilkens.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. ROBERT W. HOFFMAN.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Robert W. Hoffman, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Schulter; and

WHEREAS, Beloved husband of Carol (nee Meyer); proud father of Barbara, Michael, John, Edward and Laura; fond grandfather of eleven; loving son of the

late Peter and Lillian; devoted brother of Jeanne Creatura; and uncle of many; and

WHEREAS, Past commander and life member of AMVETS Post 243; member of the Rogers Park Number 108 American Legion; member of Chicago North Elks Lodge 1666; lifetime member of Carpenters and Joiners of America Local 1306; and

WHEREAS, To his family and friends, Robert W. Hoffman 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby commemorate Robert W. Hoffman 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 Robert W. Hoffman.

TRIBUTE TO LATE MR. JAMES M. JORDAN.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward James M. Jordan, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulter; and

WHEREAS, Cherished husband of Birgit (nee Royem); loving father of Maryalice (David) Jordan-Marsh, J. Michael, Jinjer James Jordan and Margaret Ann Jordan; inspiring grandfather of Satya Myranda Marsh; kind and loving brother of Rosemary Jordan Preston; comrade of David D. Marsh; and beloved caretaker of Zoe; and

WHEREAS, Decorated World War II veteran; former superintendent of Cook County Juvenile Detention Center (Audy Home) for forty-seven years; co-founder

and commissioner of the National Juvenile Detention Association; and

WHEREAS, To his family and friends, James M. Jordan 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby commemorate James M. Jordan 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 James M. Jordan.

TRIBUTE TO LATE MR. DONALD W. KING, JR.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Donald W. King, Jr., beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulter; and

WHEREAS, Dear son of Donald W. and Joan P. (nee Baer); fond brother of Kathy Bradley (Jeff), John (Anne), Patrick and Michael; loving uncle to Stefanie and Jake Bradley and Ryan Connor King; and

WHEREAS, Donald W. King, Jr. was employed for over twenty years by the City of Chicago serving in several positions; "Grub" as he was fondly known by all of his friends and family was a constant presence in the community where he lived his entire life; and

WHEREAS, Donald W. King, Jr. will always be remembered for his eagerness to entertain others, his love for his family, friends as well as his love and devotion to his dog, Alley; 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 December, 1997, A.D., do hereby commemorate Donald W. King, Jr. 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 Donald W. King, Jr.

TRIBUTE TO LATE MRS. EFSTATHIA KORKONEAS.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Efstathia Korkoneas (nee Stamas), beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, Beloved wife of the late Peter; loving mother of Diana (Theodore) Heliotes, Penelope (Peter), Stryker and Bertha (the late Nicholas) Laskaris; devoted grandmother of four and great-grandmother of four; and

WHEREAS, To her family and friends, Efstathia Korkoneas 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby commemorate Efstathia Korkoneas 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 Efstathia Korkoneas.

TRIBUTE TO LATE MR. PETER T. KURAMOTO.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Peter T. Kuramoto, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulter; and

WHEREAS, Dear son of Tamotsu and Rosie; brother of Katherine (George) Martinez, Stanley (Natalie) and Tracy; fond uncle to many nieces and nephews; and

WHEREAS, To his family and friends, Peter T. Kuramoto 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997 A.D., do hereby commemorate Peter T. Kuramoto 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 Peter T. Kuramoto.

TRIBUTE TO LATE MR. JOHN M. LUX.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward John M. Lux, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulter; and

WHEREAS, Beloved husband of Elsie (nee Miller) for fifty-six years; loving father of Barbara (the late Robert) Diebold, Clare Rucci and John M. (Barbara); dear grandfather of twelve and great-grandfather of two; fond brother of Edward (Kay) and Anthony (the late Ann); and

WHEREAS, To his family and friends, John M. Lux 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby commemorate John M. Lux 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 John M. Lux.

TRIBUTE TO LATE MRS. MABLE A. MUNGER.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Mable A. Munger, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, Beloved wife of the late Howard B. Munger; devoted mother of Eleanor Lustgarden, Joel (Lillian), Don H. (Donna) and Sandra Wilkins; fond grandmother of thirteen; and great-grandmother of twenty-three; and

WHEREAS, To her family and friends, Mable A. Munger 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997 A.D., do hereby commemorate Mable A. Munger 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 Mable A. Munger.

TRIBUTE TO LATE MS. NAOMI B. PEARSON.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Naomi B. Pearson, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, Beloved sister of Elfrida (Joseph) Baran, Fridolph Carl Pearson, and Ruthmarie (Phillip) Anderson; loving aunt of seven and grand aunt of thirteen; and

WHEREAS, To her family and friends, Naomi B. Pearson 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby commemorate Naomi B. Pearson 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 Naomi B. Pearson.

TRIBUTE TO LATE MRS. MARTHA STAHL.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Martha Stahl, "Miss Earl" (nee Putts), beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, Beloved wife of the late Harold A.; loving mother of David (Karol) and Phillip (Anne); dear grandmother of Dylan Esley and Nicholas; fond sister of Doris (the late Roy) Brandenberg, Patricia (the late David) Giersch and the late Eleanor Putts; and

WHEREAS, To her family and friends, Martha Stahl 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby commemorate Martha Stahl 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 Martha Stahl.

TRIBUTE TO LATE MR. JOHNNY C. UPTON.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Johnny C. Upton, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulter; and

WHEREAS, Loving husband of Rosemary; beloved father of Derek and Jason; loving son of the late Clarence and Desiree Upton; fond brother of Calvin Upton, Gail Ali, Yvonne Plikington and the late "Bo" Upton and Dorothy Anderson; and dear uncle to many nieces and nephews; and

WHEREAS, To his family and friends, Johnny C. Upton 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 the members of the City Council of the City of Chicago, gathered here this tenth day of December, 1997, A.D., do hereby commemorate Johnny C. Upton 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 Johnny C. Upton.

CONGRATULATIONS EXTENDED TO CHICAGO POLICE OFFICERS ROBERT MUNGER AND BEVERLY BOWER ON APPREHENSION OF LINCOLN SQUARE GRAFFITI SUSPECT.

WHEREAS, Quick action on the part of two 19th District Police Officers aided by the cooperation of an eyewitness led to the apprehension of a person suspected of applying graffiti in a recent incident at Chicago's great Lincoln Square area; and

WHEREAS, Chicago Police Officers Robert Munger and Beverly Bower reported for duty on September 12, 1997 and immediately followed an important lead in this case of vandalism and through the witness found the suspect lived in the neighboring suburb of Bensenville; and

WHEREAS, Officers Munger and Bower immediately set up a cooperative relationship with Bensenville police, who with some difficulty were able to apprehend the graffiti suspect from his home and three days later were able to turn over the suspect to the officers; and

WHEREAS, Thanks to good defective work and quick thinking Officers Robert Munger and Beverly Bower, the suspect was placed in custody and awaits trial for this felony; 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 December 17, 1997, A.D., do hereby salute Chicago Police Officers Beverly Bower and Robert Munger for their part in the apprehension of a Lincoln Square graffiti suspect and extend to these fine law enforcement officers our very best wishes for continued success; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Chicago Police Officers Robert Munger and Beverly Bower.

RECOGNITION EXTENDED TO MARINE CORPS RESERVE ON THIRD ANNUAL "TOYS FOR TOTS" PARTY AND DECEMBER 14, 1997 DECLARED "TOYS FOR TOTS DAY IN CHICAGO".

WHEREAS, 1997 marks the twentieth anniversary of the Chicagoland Toys

for Tots motorcycle parade, which is the largest of its kind in the world. 1997 is also the fiftieth anniversary of United States Marine Corps Toys for Tots program; and

WHEREAS, On Sunday December 14, 1997, the organizers and many participants of the wonderful Toys for Tots program, along with numerous excited children, will gather at the Rosemont Convention Center for the third annual Chicagoland Toys for Tots party; and

WHEREAS, Since 1947, the United States Marine Corps Reserve has conducted this annual Toys for Tots program first on a small scale. Eventually it has developed into a nationwide effort, involving donors, volunteer workers, corporations and small businesses, and officials of the private and public sectors all donating their time and energies and monies toward making a joyful Christmas for children in need. This year Toys for Tots will distribute some eight million new toys to more than three million children; and

WHEREAS, The Marine Corps Reserve coordinates the national Toys for Tots program with local units working in concert with communities and with recognized social welfare agencies throughout the United States to customize each campaign to local needs; and

WHEREAS, The leaders for this great City of Chicago join the Marine Corps Reserve in the motto and sentiment that "Every Child Deserves A Little Christmas"; 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 December, 1997, A.D. call public attention to the Marine Corps Reserve's third annual "Toys for Tots" party and in that regard do hereby declare that Sunday, December 14, 1997 be known as "Toys for Tots Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Marine Corps Reserve in Chicago.

Presented By

ALDERMAN SCHULTER (47th Ward) And
ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. BOB BELL.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Bob Bell, who entertained at least two generations of children as "Bozo the Clown" on Chicago's WGN-TV. He died December 8, 1997, at the age of seventy-five; and

WHEREAS, A prominent broadcaster in his home town of Flint, Michigan, Bob Bell had appeared in films before World War II, and during the war served his country in the United States Navy in the Pacific Theater. A versatile entertainer, he joined a theater group in 1946, and then returned to broadcasting in Flint, later in South Bend and Indianapolis, Indiana, and in Cincinnati, Ohio, before joining WGN Continental Broadcasting in 1956; and

WHEREAS, Bob Bell played several characters at WGN before debuting as Bozo in 1959 in a half-hour program of comedy and cartoon sketches which was developed into "Bozo's Circus" in 1961, and which was an instant success. Over the twenty-five years, Bozo the Clown held the rapt attention of literally millions of children as "Bozo's Circus" became one of the most popular television creations in Chicago's history; and

WHEREAS, If Bozo was immensely popular with children, Bob Bell was immensely popular with his co-workers and staff at WGN-TV. Known as an "entertainer's entertainer", he inspired a rare camaraderie and forged many friendships among the broadcast personnel. Doubtless his popularity outlives him, and in that regard City leaders are planning an ordinance to name West Addison Street, between North Talman Avenue and North Campbell Avenue in his honor; 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 December, 1997, A.D., do hereby express our sorrow on the death of Bob Bell, who was "Bozo the Clown" to so many Chicagoans and nationwide viewers, and extend to his family, friends, and his extended family at WGN-TV, our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Bob Bell.

Presented By

ALDERMAN M. SMITH (48th Ward) And
ALDERMAN SHILLER (46th Ward):

CONGRATULATIONS EXTENDED TO FATHER CARLOS A. PLAZAS, PH.D. ON FORTIETH ANNIVERSARY IN PRIESTHOOD.

WHEREAS, His many friends and followers are gathering Tuesday, November 25, 1997, to honor Father Carlos A. Plazas, PH.D., in recognition of his forty years in the priesthood; and

WHEREAS, Father Carlos A. Plazas is founder and president of Saint Augustine College, 1333 West Argyle Street in Chicago's great Edgewater Uptown area. The school is the first private bilingual institute of higher education in Illinois, and was originally established to provide higher learning to minorities, especially those of Hispanic descent; and

WHEREAS, Father Carlos A. Plazas is an Episcopal priest at The Church of the Atonement, and has long been a positive influence throughout the Edgewater Uptown neighborhood. For four decades he has dedicated his time and energies to helping others, and he has done so in many capacities. He has held several positions at the Edgewater Uptown Mental Health Center, including Chief Executive Officer. He oversees the Counseling Center at Saint Augustine College, supervising counselors and reviewing substance abuse treatments. In the early 1970s, he was senior psychologist of the Chicago Board of Education's Bureau of Child Study; and

WHEREAS, Father Carlos A. Plazas' range of experience can be gleaned from his many professional associations. He is chairperson of the Association of Episcopal Churches as well as an active member of the Illinois and American Psychological Associations. He participates in the Illinois Alcohol and Other Drug Abuse Professional Certification Association, Inc., and in the National Association of School Psychologists, and holds membership in Senator Paul Simon's Committee for Issues Concerning Hispanics. He holds or has held professorships in psychology in several institutions, including Northern Baptist Theological Seminary, Elmhurst College and Central Y.M.C.A. College as well as Saint Augustine College; and

WHEREAS, Father Carlos A. Plazas is recipient of several prestigious awards, including The Thomas and Eleanor Wright Award from the City of Chicago Commission on Human Relations, and The Nuestro Award given by the Midwest

Association of Hispanic Businessmen. A native of Colombia, he has been named Colombian of the Year in conjunction with the Colombian Consulate of Chicago, and also has received The Humanitarian Award for the Year from the Puerto Rican Chamber of Commerce in recognition for his outstanding services; and

WHEREAS, Father Carlos A. Plazas celebrates this great occasion with many people who love him, including his wife, Blanca de la Torre Plazas, Ed.D.; two sons: Carlos, Jr., an ensign in the United States Navy, and David, a student at Northwestern University; a daughter, Blanca, a high school student; his extended family at Saint Augustine College; and the many grateful citizens whom he has inspired; 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 offer our gratitude and our congratulations to Father Carlos A. Plazas, Ph.D., in recognition of his forty years in the priesthood as well as his inestimable contributions to the community, and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Carlos A. Plazas, Ph.D..

Presented By

ALDERMAN M. SMITH (48th Ward) And
ALDERMAN STONE (50th Ward):

TRIBUTE TO LATE MRS. MAMIE L. GERTZ.

WHEREAS, God in his infinite wisdom and judgment has called to her eternal reward Mamie L. Gertz, beloved citizen, teacher, community activist and friend, November 15, 1997, at the age of eighty-two years; and

WHEREAS, A highly admired public figure, Mamie L. Gertz, who lived many

years in West Rogers Park, was known for her hospitality, her personal warmth and her concern for the welfare of others. She and her husband, the noted civil rights lawyer, author and teacher Elmer Gertz, shared their home with many in need of refuge and counsel. Although nothing seemed as important to her as her family, she opened her door, her mind and her heart to many friends and neighbors; and

WHEREAS, Mamie L. Gertz, a graduate of Chicago Teachers College, taught for many years at Chicago Public Schools, including Boone and Smythe. Her tremendous versatility included playing piano and guitar, and singing, and until the last weeks of her long and active life she performed with the North Shore Folk Dancers, a group which presented folk and other dances at nursing homes and community centers throughout Chicagoland; and

WHEREAS, Probably best known for her outspoken community activism on behalf of civil rights, Mamie L. Gertz was a vital presence at the 1970 Constitutional Convention in Springfield, Illinois, where her husband, an elected delegate, served as chairman of the Bill of Rights Committee. She attended every session and earned the nickname as "The Jewish Mother of Con-Con", welcoming visitors much as she had always done in her own home; and

WHEREAS, Mamie L. Gertz contributed much to many. She was matriarch to an adoring family, and outside the home she devoted much time and energy as a reading volunteer for the Blind Service Association, even establishing a scholarship fund for students; and

WHEREAS, Mamie L. Gertz leaves to celebrate her accomplishments her husband; two sons, Jack Friedman and Theodore; a daughter, Margery Ann Hechtman; six grandchildren; two great-grandchildren; a sister; other relatives; and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this tenth day of December, 1997, do hereby express our sorrow on the death of Mamie L. Gertz and express to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mamie L. Gertz.

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.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
GRANATO (1st Ward)	West Chicago Avenue, at 2532 -- at all times -- daily;
BURNETT (27th Ward)	South Aberdeen Street, at 403 -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	North Cleveland Avenue, at 1438 -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
	West Monroe Street, at 1052 -- 11:00 A.M. to 12:00 Midnight -- daily (valet service);
	North Wells Street, at 1447 -- 11:00 A.M. to 4:00 A.M. -- no exceptions;
WOJCIK (30th Ward)	North Cicero Avenue, at 3131 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
MELL (33rd Ward)	North Mozart Street, at 4347 -- 4359 -- 8:30 A.M. to 5:00 P.M. -- Monday through Friday;
BANKS (36th Ward)	West Belmont Avenue, at 7151 -- 9:00 A.M. to 9:00 P.M. -- daily;
NATARUS (42nd Ward)	North Michigan Avenue, at 360 (East Wacker Drive side of building) at all times -- daily (tow-away zone);
DOHERTY (41st Ward)	North Northwest Highway, at 6690 -- 4:30 P.M. to 12:00 Midnight -- daily;
M. SMITH (48th Ward)	North Kenmore Avenue (east side) from a point fifty feet south of West Ardmore Avenue, to a point thirty-five feet south thereof -- 7:00 A.M. to 9:00 P.M. -- no exceptions (no parking);

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST MONTANA STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 8, 1995 (Journal of the Proceedings of the City Council, page 65445) which established loading zones on portions of specified public ways by striking the words: "West Montana Street (south side) from a point 95 feet west of North Lincoln Avenue, to a point 25 feet west thereof -- 11:00 A.M. to 5:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Montana Street (south side) from a point 95 feet west of North Lincoln Avenue, to a point 25 feet west thereof -- 11:00 A.M. to 5:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH SOUTHPORT AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 10, 1997 (Journal of the Proceedings of the City Council, page 51666) which established loading zones on portions of specified public ways by striking the words: "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 exceptions" and inserting in lieu thereof: "North Southport Avenue (east side) from a point 30 feet north of West Irving Park Road, to a point 25 feet north thereof -- 5:00 P.M. to 12:00 Midnight -- no exceptions", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST WABANSIA AVENUE.

Alderman Ocasio (26thWard) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on West Wabansia Avenue, from 3600 West Central Park Avenue to 3700 West Lawndale Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SOUTH CLINTON STREET.

Alderman Haithcock (2nd 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 Clinton Street, from West Roosevelt Road to West 14th Place -- northerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF LUIS MUNOS MARIN DRIVE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to discontinue the restriction on movement of vehicular traffic by allowing the flow of traffic to proceed in both directions on Luis Munos Marin Drive, from 2800 West Le Moyne Drive to 3000 West Humboldt Drive, which was *Referred to the Committee on Traffic Control and Safety.*

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:

South Clark Street, at 16 -- 6:00 A.M. to 10:00 P.M. -- daily (public benefit);

East Randolph Drive, at 200 (North Columbus Drive side of building) 8:00 A.M. to 12:00 Midnight -- daily (valet service);

South Wabash Avenue, at 10 -- 16 -- at all times -- daily (valet service);

North Wabash Avenue, at 111 (East Garland Court side of building) 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;

North Wells Street, at 605 -- 607 -- 10:00 A.M. to 10:00 P.M. -- daily (valet service).

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)	West 64th Street (both sides) from South Kedzie Avenue to the first alley east thereof;
BURRELL (29th Ward)	North Mango Avenue (east side) from West Fullerton Avenue to the first alley south thereof.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
GRANATO (1st Ward)	West Beach Avenue, at 1722 (except for handicapped);
PRECKWINKLE (4th Ward)	East Hyde Park Boulevard, at 941 (except for handicapped);
BEAVERS for 6th Ward	East 90th Place, at 642 (except for handicapped);
BEAVERS (7th Ward)	South Colfax Avenue, at 8335 (except for handicapped); South Merrill Avenue, at 9847 (except for handicapped);
DIXON (8th Ward)	South Bennett Avenue, at 8131 (except for handicapped); South Dante Avenue, at 8811 (except for handicapped); South Paxton Avenue, at 7553 (except for handicapped); East 90th Street, at 1038 (except for handicapped);
SHAW (9th Ward)	South Edbrooke Avenue, at 10918 (except for handicapped); South Indiana Avenue, at 10452 (except for handicapped); South Dr. Martin Luther King, Jr. Drive, at 10532 (except for handicapped);

Alderman	Location And Distance
	West 112th Street, at 8 (except for handicapped);
	East 113th Street, at 28 (except for handicapped);
BUCHANAN (10th Ward)	South Torrence Avenue, at 10138 (except for handicapped);
BALCER (11th Ward)	South Aberdeen Street, at 3344 (except for handicapped);
	South Paulina Street, at 3529 (except for handicapped);
	South Throop Street, at 3023 (except for handicapped);
	South Wood Street, at 3755 (except for handicapped);
OLIVO (13th Ward)	South Karlov Avenue, at 6852 (except for handicapped);
	West 59th Place, at 3514 (except for handicapped);
	West 64th Street, at 5752 (except for handicapped);
BURKE (14th Ward)	South Spaulding Avenue, at 4310 (except for handicapped);
	West 50th Street (both sides) from South Western Avenue to the first alley west thereof;

Alderman	Location And Distance
JONES (15th Ward)	South Campbell Avenue, at 6154 (except for handicapped);
	South Washtenaw Avenue, at 7119 (except for handicapped);
PETERSON (17th Ward)	South Honore Street, at 7126 (except for handicapped);
	South Marshfield Avenue, at 7222 (except for handicapped);
	South Wolcott Avenue, at 7643 (except for handicapped);
	West 72nd Street, at 1234 (except for handicapped);
MURPHY (18th Ward)	South Claremont Avenue, at 8128 (except for handicapped);
TROUTMAN (20th Ward)	South Dr. Martin Luther King, Jr. Drive, at 6252 (except for handicapped);
	South Princeton Avenue, at 5849 (except for handicapped);
MUNOZ (22nd Ward)	West Cermak Road, at 4234 (except for handicapped);
	South Millard Avenue, at 3045 (except for handicapped);
	South Ridgeway Avenue, at 2426 (except for handicapped);

Alderman	Location And Distance
	West 31st Street, at 3815 (except for handicapped);
CHANDLER (24th Ward)	West Congress Parkway, at 4909 (except for handicapped);
	West Harrison Street, at 4043 (except for handicapped);
	South Lawndale Avenue, at 1844 (except for handicapped);
	South Sawyer Avenue, at 1523 (except for handicapped);
	West Van Buren Street, at 4834 (except for handicapped);
SOLIS (25th Ward)	West 17th Street, at 1145 (except for handicapped);
BURNETT (27th Ward)	West Fulton Street, at 616 (each side of driveway) no exceptions;
	West Lake Street, at 808 (each side of driveway) no exceptions;
	North Monticello Avenue, at 1042 (except for handicapped);
E. SMITH (28th Ward)	West Quincy Street, at 4823 (except for handicapped);
	West Wilcox Street, at 4520 (except for handicapped);

Alderman	Location And Distance
BURRELL (29th Ward)	West Monroe Street, at 5567 (except for handicapped); North Pine Avenue, at 238 (except for handicapped);
SUAREZ (31st Ward)	West Hirsch Street, at 4259 (except for handicapped); North Karlov Avenue, at 1849 (except for handicapped);
GABINSKI (32nd Ward)	North Wood Street, at 910 (except for handicapped);
AUSTIN (34th Ward)	South Eggleston Avenue, at 10738 (except for handicapped); West 104th Street, at 530 (except for handicapped); West 105th Street, at 16 (except for handicapped);
COLOM (35th Ward)	North Gresham Avenue, at 3041 (except for handicapped); Alderman Location And Distance North Kimball Avenue, at 3045 (except for handicapped); North Whipple Street, at 1826 (except for handicapped);
BANKS (36th Ward)	North Nashville Avenue, at 3017 (except for handicapped);

Alderman	Location And Distance
	North Normandy Avenue, at 2612 (except for handicapped);
O'CONNOR (40th Ward)	North Clark Street (west side) at 6400--6434 (tow-away zone) no exceptions;
	West Summerdale Avenue, at 2610 (except for handicapped);
SHILLER (46th Ward)	West Carmen Avenue, at 1341, for a distance of twenty-five feet;
SCHULTER (47th Ward)	North Bell Avenue, at 4040 (except for handicapped);
	West Berenice Avenue, at 1918 (except for handicapped);
STONE (50th Ward)	North Sacramento Avenue, at 6159 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT 58 EAST BELLEVUE PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East Bellevue Place, at 58 (Handicapped Parking Permit 5150)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 9157 SOUTH COTTAGE GROVE AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Cottage Grove Avenue, at 9157 (Handicapped Parking Permit 9460)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1524 NORTH ELK GROVE AVENUE.

Alderman Granato (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Elk Grove Avenue, at 1524 (Handicapped Parking Permit 13416)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3536 WEST EVERGREEN AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Evergreen Avenue, at 3536 (Handicapped Parking Permit 11557)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7219 SOUTH HAMLIN 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 Hamlin Avenue, at 7219 (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 2107 NORTH LAVERGNE 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 Lavergne Avenue, at 2107 (Handicapped Parking Permit 11708)", 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 LYNDALE 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: "West Lyndale Street, at 2941 (Handicapped Parking Permit 14313)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7025 WEST NEWPORT AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Newport Avenue, at 7025 (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 3529 SOUTH PAULINA STREET.

Alderman Balcer (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 Paulina Street, at 3529 (Handicapped Parking Permit 4722)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3524 NORTH RUTHERFORD AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Rutherford Avenue, at 3524 (Handicapped Parking Permit 12363)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2447 NORTH TALMAN AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Talman Avenue, at 2447 (Handicapped Parking Permit 5310)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 1038 EAST 90TH STREET.

Alderman Dixon (8th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 8826 South Blackstone Avenue to a new location at 1038 East 90th Street (Handicapped Parking Permit 13430), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT 4459 WEST LAKE STREET.

Alderman E. Smith (28th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the south side of West Lake Street, at 4459, for a distance of twenty feet east and west of the driveway, said prohibition to be in effect from 6:00 A.M. to 12:00 Midnight, Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred – AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF 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 Boulevard to North Spaulding Avenue (north side) 7:00 A.M. to 9:00 A.M. and (south side) 4:00 P.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the establishment of residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
RUGAI (19th Ward)	South Homan Street (both sides) in the 10800 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
WOJCIK (30th Ward)	West Wolfram Street (both sides) in the 5100 block, from North Leclaire Avenue to North Laramie Avenue -- at all times;

Alderman	Location, Distance And Time
AUSTIN (34th Ward)	South Bishop Street (both sides) from West 118th Street to West 119th Street -- at all times; South Emerald Avenue (both sides) from West 101st Street to West 102nd Street -- at all times;
DOHERTY (41st Ward)	North Nordica Avenue (both sides) in the 4800 block -- at all times -- daily;
STONE (50th Ward)	North Claremont Avenue (both sides) on the 6200 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH CARPENTER 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 Carpenter Street (both sides) in the 7800 block -- no parking any time -- Residential Parking Permit 43031", 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 EMERALD AVENUE.

Alderman Austin (34th 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 Emerald Avenue (both sides) in the 100 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH HARPER AVENUE.

Alderman Dixon (8th 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 Harper Avenue (both sides) in the 9000 block -- at all times (Zone 196)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST 59TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 16, 1994 (Journal of the Proceedings of the City Council, page 52075) which established residential permit parking zones on portions of specified public ways by striking the words: "West 59th Street (north side) from 4438 to 4458 (Zone 345)" and inserting in lieu thereof: "West 59th Street (north side) from 4438 to 4458 (Zone 452)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF WEST BRYN MAWR AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to limit the speed of vehicles to twenty-five miles per hour on West Bryn Mawr Avenue, from North Kimball Avenue to North Kedzie Avenue (radar controlled), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED TOW-AWAY ZONE ON PORTION OF EAST NORTH WATER STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 30, 1997 (Journal of the Proceedings of the City Council, page 50167) which established tow-away zones on portions of specified public ways by striking the words: "East North Water Street (both sides) from North McClurg Court to a point 600 feet east thereof -- no stopping, standing, parking -- tow-away zone" and inserting in lieu thereof: "East North Water Street (both sides) from North McClurg Court to a point 600 feet east thereof -- no parking", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF "LEFT TURN" SIGNALS AT INTERSECTION OF WEST LAWRENCE AVENUE AND WEST CALIFORNIA AVENUE.

Alderman O'Connor (40th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the installation of left turn signals for eastbound traffic at the intersection of West Lawrence Avenue and West California Avenue, which was *Referred to the Committee Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF LEFT TURN SIGNAL AT INTERSECTION OF WEST GRAND AVENUE AND NORTH OAK PARK AVENUE.

Alderman Banks (36th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the addition of left turn signals to the existing automatic traffic control signals at the intersection of West Grand Avenue and North Oak Park Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC CONTROL SIGNALS AT INTERSECTION OF WEST HURON STREET AND NORTH ORLEANS STREET.

Alderman Natarus (42nd 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 Huron Street and North Orleans Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred --AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CONTROL DEVISE TO CLOSE PORTION OF SOUTH LA SALLE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance authorizing the Commissioner of Transportation to construct a traffic control devise to close to vehicular traffic South LaSalle Street, from the south curb lane of West Jackson Boulevard, south for a distance of approximately 150 feet, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF TRAFFIC WARNING SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic warning signs on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Aldermen	Location And Type of Sign
PRECKWINKLE (4th Ward)	East 52nd Street and South Kenwood Avenue -- "Four-Way Stop";
	East 52nd Street and South Kimbark Avenue -- "Four-Way Stop";
BALCER (11th Ward)	South Morgan Street, at West 33rd Street -- "Stop";
OLIVO (13th Ward)	South Hamlin Avenue and West 76th Place -- "Stop";
JONES (15th Ward)	West 67th Street (Marquette Road) and South Wood Street -- "Two-Way Stop";
PETERSON (17th Ward)	South Racine Avenue and West 70th Street -- "Stop";
	West 78th Street and South Union Avenue -- "Stop";
RUGAI (19th Ward)	West 90th Street and South Oakley Avenue -- "Four-Way Stop";

Aldermen	Location And Type of Sign
	West 101st Street, at South Maplewood Avenue -- "Stop";
	West 106th Street and South Leavitt Street -- "Stop";
	West 113th Street (south side) from South Campbell Avenue to westbound railroad tracks -- "No Parking -- 8:00 A.M. to 4:30 P.M. -- On School Days";
MUNOZ for *ZALEWSKI* (23rd Ward)	West 55th Place, at South Springfield Avenue -- "Stop";
CHANDLER (24th Ward)	West Flournoy Street, at 3150 -- "Stop";
	West Polk Street, at South St. Louis Avenue -- "Two-Way Stop";
SOLIS (25th Ward)	West Cullerton Street and South Wolcott Avenue -- "Four-Way Stop";
OCASIO (26th Ward)	North Albany Avenue, at West Bloomingdale Avenue -- "No Parking";
	West Cortland Street and North Lawndale Avenue -- "Stop";

Aldermen	Location And Type of Sign
	North Lawndale Avenue and North Monticello Avenue, in the 1900 block -- "No Drinking On Public Way";
	In alley beginning at West Wabansia Avenue and parallel to North Monticello Avenue and North Lawndale Avenue -- "No Parking";
BURNETT (27th Ward)	North Homan Avenue, at West Huron Street -- "Stop";
WOJCIK (30th Ward)	West Belle Plaine Avenue and North Springfield Avenue -- "Stop";
	West Berteau Avenue, at North Ridgeway Avenue -- "Stop";
	West Cullom Avenue and North Ridgeway Avenue -- "Four-Way Stop";
COLOM (35th Ward)	West Barry Avenue and North Kimball Avenue -- "All-Way Stop";
BANKS (36th Ward)	West Bloomingdale Avenue, at North Natoma Avenue -- "Stop";
	North Oleander Avenue, at West School Street -- "Stop";

Aldermen	Location And Type of Sign
O'CONNOR (40th Ward)	West Bryn Mawr Avenue and North Mozart Street -- "No Turn On Red -- 8:30 A.M. To 9:30 A.M. And 2:30 P.M. To 3:30 P.M.";
	Entrance to first alley north of West Bryn Mawr Avenue on North Mozart Street --"Through Traffic Prohibited";
NATARUS (42nd Ward)	East 21st Street, at South Calumet Avenue -- "Two-Way Stop";
M. SMITH (48th Ward)	West Lawrence Avenue and North Simonds Drive -- "Four-Way Stop";
STONE (50th Ward)	North Washtenaw Avenue, at West Glenlake Avenue -- "Stop".

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "STOP" SIGNS AT INTERSECTION OF SOUTH OAKLEY AVENUE AND WEST 90TH STREET.

Alderman Rugai (19th Ward) presented an order which would amend an order passed by the City Council on September 10, 1997 (Journal of the Proceedings of the City Council, Page 51712) which authorized the erection of traffic signs on portions of specified public ways by striking the words:

"South Oakley Avenue and West 90th Street (northwest and southeast corners)" and inserting in lieu thereof: "South Oakley Avenue and West 90th Street (northeast and southwest corners)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ERECTION OF "NO LOITERING OR DRINKING" SIGNS AT SPECIFIED LOCATIONS.

Alderman Jones (15th Ward) presented two proposed orders authorizing the Department of Transportation to erect "No Loitering Or Drinking" signs at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

South Western Avenue (both sides) from 6100 to 6259;

West 63rd Street (both sides) from 2300 to 2359.

Referred -- REMOVAL OF "HANDICAPPED PERMIT PARKING" SIGNS AT 10511 SOUTH OAKLEY AVENUE.

Alderman Rugai (19th Ward) presented a proposed order to cause the removal of "Handicapped Permit Parking" signs at 10511 South Oakley Avenue, 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 ten proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HAITHCOCK (2nd Ward):

To classify as a B2-1 Restricted Retail District instead of an R4 General Residence District, a B4-2 Restricted Service District, a C1-3 Restricted Commercial District and a C2-1 General Commercial District the area shown on Map Number 4-G bounded by:

West Roosevelt Avenue; a line 107 feet east of South Ashland Avenue; the alley next south of and parallel to West Roosevelt Road; the alley next east of and parallel to South Ashland Avenue; West 13th Street; the alley next east of and parallel to South Ashland Avenue; West 14th Place; and South Ashland Avenue.

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District and a C1-2 Restricted Commercial District the area shown on Map Number 4-G bounded by:

West Roosevelt Road; South Racine Avenue; the alley next south of and parallel to West Roosevelt Road; South Loomis Street; West Washburne Avenue, or the line thereof if extended where no street exists; a line 139 feet west of South Loomis Street; the alley next south of and parallel to West Roosevelt Road; and a line 107 feet east of South Ashland Avenue.

To classify as a B5-3 General Service District instead of a B2-3 Restricted Retail District the area shown on Map Number 8-E bounded by:

the alley next north of and parallel to East 35th Street; a line 140.05 feet east of South Giles Avenue; East 35th Street; and South Giles Avenue.

BY ALDERMAN LAURINO (39th Ward):

To classify as a B2-2 Restricted Retail District instead of a C2-2 General Commercial District instead of a C2-2 General Commercial District the area shown on Map Number 13-J bounded by:

a line 264 feet south of West Balmoral Avenue; North Kedzie Avenue; West Berwyn Avenue; and the alley next west of and parallel to North Kedzie Avenue.

To classify as a B2-2 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map Number 13-J bounded by:

West Bryn Mawr Avenue; a line 107 feet east of North Christiana Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; and North Christiana Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as an R2 Single-Family General Residence District instead of an R1 Single-Family Residence District and a C1-2 Restricted Commercial District the area shown on Map Number 13-I bounded by:

West Bryn Mawr Avenue; a line 50 feet west of and parallel to the centerline of the North Shore Channel; a line 1,185.1 feet south of and parallel to West Bryn Mawr Avenue; a line 124 feet east of and parallel to North Kedzie Avenue; a line 1,050.1 feet south of and parallel to West Bryn Mawr Avenue; North Kedzie Avenue; a line 127 feet south of and parallel to West Bryn Mawr Avenue; a line 124 feet east of and parallel to North Kedzie Avenue; and West Bryn Mawr Avenue (point of beginning) ("Property").

BY ALDERMAN O'CONNOR (40th Ward) And
ALDERMAN LAURINO (39th Ward):

To classify as a B2-2 Restricted Retail District instead of a B4-2

Restricted Service District and a C1-2 Restricted Commercial District the area shown on Map Numbers 13-I, 13-J and 15-J bounded by:

a line 123 feet north of West Bryn Mawr Avenue, as measured at the westerly right-of-way line of North Jersey Avenue; North Jersey Avenue; West Bryn Mawr Avenue; a line 370 feet west of the centerline of the North Shore Channel; the alley next south of and parallel to West Bryn Mawr Avenue, or the line thereof if extended where no alley exists; North Kedzie Avenue; West Balmoral Avenue; the alley next west of and parallel to North Kedzie Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; North Sawyer Avenue; West Bryn Mawr Avenue; and the alley next west of and parallel to North Jersey Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

To classify as an R6 General Residence District instead of a Residential Business Planned Development Number 196 District the area shown on Map Number 3-E bounded by:

East Banks Street; North Lake Shore Drive; a line 122 feet south of and parallel to East Banks Street; a line 135 feet west of North Lake Shore Drive; a line 100 feet south of and parallel to East Banks Street; and North Ritchie Court.

To classify as an R5 General Residence District instead of an R8 General Residence District the area shown on Map Number 3-E bounded by:

a line 205 feet north of and parallel to East Burton Place; North Lake Shore Drive; a line 155 feet north of and parallel to East Burton Place; the public alley next west of and parallel to North Lake Shore Drive.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B2-1 Restricted Retail District instead of a B3-3 General Retail District the area shown on Map Number 11-H bounded by:

West Belle Plaine Avenue; a line 135 feet west of North Damen Avenue; a line 200 feet south of West Belle Plaine Avenue; North Lincoln Avenue; a line 225 feet south of West Belle Plaine Avenue; North Damen Avenue; North Lincoln Avenue; West Cuyler Avenue; the alley next southwesterly of and parallel to North Lincoln Avenue; and the alley east of and parallel to North Hoyne Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented fifty-seven proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance,* as follows:

Alderman	Claimant
GRANATO (1st Ward)	1725 West North Avenue Condominium;
HAITHCOCK (2nd Ward)	Transportation Building Condominium Association;
PRECKWINKLE (4th Ward)	820 -- 834 Drexel Square Condominium (2);
OLIVO (13th Ward)	Midway Estates Condominium;
RUGAI (19th Ward)	Ms. Marina Lopez;
	Charles and Frances Rubinelli;
ZALEWSKI (23rd Ward)	Ms. Rosemary Mancari;
	Mr. Anthony S. Pervan;
BURNETT (27th Ward)	Noble Square Cooperative (2);

Aldermen	Location And Type of Sign
BANKS (36th Ward)	Lawrence Place Condominium Association;
LAURINO (39th Ward)	Lincolnwood Terrace Condominium Association;
	Sauganash Oaks;
	Michael and Lynette Sullivan
O'CONNOR (40th Ward)	Balmoral Court Townhomes;
	Rosemont Greenview Condominium;
	Winchester Court Condominium Association;
	6221 -- 6223 North Magnolia Condominium Association;
DOHERTY (41st Ward)	Norwood Point Condominium Association;
	8734 West Summerdale Condominium Association;
BERNARDINI (43rd Ward)	Belden-By-The-Park;
	Belgravia Terrace Condominium Association;
	Brighton of Lincoln Park;
	Dickens-Hudson Condominium Association;
	Fullerton Colonnade Condominium;

Aldermen	Location And Type of Sign
	Howe Court Condominium Association;
	Lill on the Park Condominium Association;
	The Pierre Condominium Association;
	Towne Park Condominiums;
	Wrightwood Place Condominium Association;
	2232 -- 2234 North Bissell Homeowners Association;
HANSEN (44th Ward)	The Townhomes of Diversey Harbor;
	339 West Barry Condominium Association;
	555 West Aldine Condominium;
	805 -- 807 West Wolfram Condominium Association;
LEVAR (45th Ward)	5543 West Higgins Condominium Association;
SHILLER (46th Ward)	The Boardwalk Condominium Association;
	Broadmore Condominium Association;
	Grace-Fremont Condominium Association;

Aldermen	Location And Type of Sign
	Grace/Wilton;
	Pillars;
	Pine Grove Place, Inc.;
	Sheridan Buena;
	Vermillion Condominium Association;
	744 West Gordon Terrace Association;
	4310 -- 4322 North Clarendon Condominium Association;
	4421 -- 4423 North Beacon Condominium Association;
M. SMITH (48th Ward)	Ashbury Manor Condominium Association;
	The Denifer Condominium Association;
	Ms. Victoria Glen;
	Manchester Commons Condominium;
	Montparnasse Condominium Association;
	Oxford Glen Condominium;
	Willow Glen Condominium;
	1410 --1412 West Bryn Mawr Condominium Association;
	5640 North Kenmore Condominium Association;

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN GRANATO (1st Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO WHICH WOULD REMOVE RESTRICTIONS ON PARKING OF PICKUP TRUCKS ON RESIDENTIAL STREETS WITHIN FIRST WARD.

A proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago which would remove restrictions on the parking of pickup trucks on residential streets in the 1st Ward provided said pickup trucks weigh under 4,500 pounds, have no outstanding parking violations and bear valid and current city vehicle tax stickers and special parking permits issued in accordance with this subsection, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2651 WEST DIVISION STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Inter-American Clinical Services to construct, maintain and use one canopy to be attached or attached to the building or structure at 2651 West Division Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY PERMITS, FREE OF CHARGE, TO THE SALVATION ARMY FOR PREMISES AT 20 SOUTH CAMPBELL AVENUE.

A proposed ordinance authorizing the Commissioners of Transportation, Streets and Sanitation, Sewers, Water and Fire to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, to The Salvation Army for their premises located at 20 South Campbell Avenue for the period ending December 31, 1998, which was *Referred to the Committee on Finance.*

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 Olympic Signs, Inc. to install signs/signboards at 2233 South Dr. Martin Luther King, Jr. Drive, which were *Referred to the Committee on Buildings,* as follows:

for one sign/signboard facing east; and

for one sign/signboard facing west.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT RAFFLE LICENSE FEE FOR THE NATIONAL MULTIPLE SCLEROSIS SOCIETY.

Also, a proposed order authorizing the Director of Revenue to waive the Special Event Raffle License fee in the amount of One Hundred and no/100 Dollars

($100.00) for The National Multiple Sclerosis Society for their annual raffle to be held at 1901 West Madison Street on February 21, 1998, during the hours of 8:30 A.M. to 3:00 P.M., which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF SOUTH LAKE PARK AVENUE REDEVELOPMENT PARTNERSHIP L.L.C. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 4507 SOUTH LAKE PARK AVENUE.

A proposed ordinance to exempt South Lake Park Avenue Redevelopment Partnership L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4507 South Lake Park Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF SOUTH GREENWOOD AVENUE AS "JEWEL LAFONTANT - MANKARIOUS STREET".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Greenwood Avenue, between East 49th Street and East 50th Street, as "Jewel Lafontant-Mankarious Street", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 1600 -- 1610 EAST 53RD STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Chicago Title & Trust Company, under Trust Number 1082784, to construct, maintain and use three canopies to be attached or attached to the building or structure at 1600 -- 1610 East 53rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- GRANT OF PRIVILEGE TO UNIVERSITY OF CHICAGO TO MAINTAIN AND USE STEAM TUNNEL UNDER AND ACROSS SOUTH ELLIS AVENUE.

A proposed ordinance to grant permission and authority to the University of Chicago to maintain and use a steam tunnel under and across South Ellis Avenue connecting the premises at 969 East 60th Street with the premises at 1005 East 60th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- GRANT OF PRIVILEGE TO MICHAEL REESE HOSPITAL AND MEDICAL CENTER TO CONSTRUCT, INSTALL, MAINTAIN AND USE HANDICAPPED RAMP FOR WHEELCHAIR ACCESS ADJACENT TO 9133 SOUTH STONY ISLAND AVENUE.

A proposed ordinance to grant permission and authority to Michael Reese Hospital and Medical Center to construct, install, maintain and use a handicapped

ramp for wheelchair access adjacent to the premises at 9133 South Stony Island Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF NEW REGAL THEATER FOUNDATION FROM ALL 1997 -- 1998 CITY PERMIT FEES ASSOCIATED WITH RENOVATION OF BUILDING AT 1665 EAST 79TH STREET UNDER HISTORIC LANDMARK STATUS.

Also, a proposed order providing inclusive exemption from all city permit fees for a period of one year from the date of passage of this order to the New Regal Theater Foundation for renovation of a building at 1665 East 79th Street under its historic landmark status, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED STREETS FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Avalon Park School to close to traffic the 8000 block of South Kenwood Avenue and the 8000 block of South Dorchester Avenue on all school days for the 1997 -- 1998 school year, during the hours of 8:30 A.M. to 9:30 A.M. and 2:00 P.M. to 3:00 P.M., for school purposes which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BUCHANAN (10th 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:

Family Rescue, Inc. -- to construct, install, maintain and use a wheelchair ramp for handicapped access on the public way adjacent to the premises at 3234 East 91st Street; and

Praxair, Inc. -- to maintain and use a nitrogen pipeline under certain public streets to be used to supply nitrogen gas to LTV and ACME Steel companies.

Presented For

ALDERMAN FRIAS (12th Ward):

Referred -- GRANT OF PRIVILEGE TO PEER FOODS TO CONSTRUCT, INSTALL, MAINTAIN AND USE BOILER STACK ADJACENT TO 1400 WEST 46TH STREET.

A proposed ordinance, presented by Alderman Olivo, to grant permission and authority to Peer Foods to construct, install, maintain and use a boiler stack adjacent to its premises at 1400 West 46th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 6216 SOUTH KOLIN AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Chris Sosnowski to park his pickup truck and/or van at 6216 South 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.*

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AUTHORIZATION FOR REHABILITATION OF LITHUANIAN PLAZA COURT.

A proposed order directing the Commissioner of Transportation to implement plans for the rehabilitation and improvement of the public streets and sidewalks along Lithuanian Plaza Court and to provide periodic progress reports, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO REVIEW VIDEO TAPE DEPICTING OFFENSIVE CONDUCT BY CERTAIN FIRE FIGHTERS.

Also, a proposed resolution urging the Committee on Police and Fire to review

a video tape depicting offensive conduct by certain fire fighters and request that the Commissioner and various members of the Fire Department appear before the committee to discuss the contents of said film, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC ON PORTION OF SOUTH JUSTINE STREET.

A proposed ordinance authorizing the Commissioner of Transportation to close to vehicular traffic South Justine Street at West 48th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 5659 SOUTH RACINE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Windy City Sign Co. to install a sign/signboard at 5659 South Racine Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN COLEMAN (16th Ward)
And OTHERS:

Referred -- COMMITTEE ON TRANSPORTATION AND PUBLIC WAY URGED TO HOLD HEARINGS TO FOCUS ON AVAILABILITY OF POTENTIAL EMPLOYMENT BENEFITS FOR SPECIFIED TAXICAB DRIVERS.

A proposed resolution, presented by Aldermen Coleman, Tillman, Shaw, Jones and Murphy, urging the Committee on Transportation and Public Way to hold hearings for the purpose of informing taxicab drivers who lease taxicabs of potential employment benefits resultant from their employment relationship with medallion holders, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN PETERSON (17th Ward):

Referred -- CONSIDERATION FOR ERECTION OF GUARD RAILS AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Commissioner of Transportation to give consideration to the erection of guard rails at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

7400 South Emerald Avenue; and

7300 South Lowe Avenue to 7400 South Lowe Avenue.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- REMOVAL OF PAY TELEPHONES FROM PUBLIC WAY AT SPECIFIED LOCATIONS.

Two proposed ordinances requiring the companies noted 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:

SCS Telecom -- 1356 West 87th Street; and

Sheffield Systems -- 8131 South Ashland Avenue.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 124 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 435 WHICH WOULD PROHIBIT IDLING OF TRAINS ADJACENT TO RESIDENTIAL DISTRICTS.

A proposed ordinance to amend Title 9, Chapter 124 of the Municipal Code of Chicago by adding a new Section 435 which would prohibit trains from idling for more than thirty minutes at ground level adjacent to residential districts and further, would establish fines for violation of said provision, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- AMENDMENT OF TITLE 2, CHAPTER 84 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 212 WHICH WOULD ESTABLISH CITIZEN SPEED SAFETY PROGRAM.

Also, a proposed ordinance to amend Title 2, Chapter 84 of the Municipal Code of Chicago by adding a new Section 212 which would establish a Citizen Speed Safety Program for the purpose of reducing vehicular speeds on neighborhood streets, increasing the awareness of citizens regarding traffic safety and speeding, and set forth procedures to encourage cooperation between the Police Department and neighborhood residents in solving speeding problems, which was *Referred to the Committee on Police and Fire.*

Referred -- COMMISSIONER OF PLANNING AND DEVELOPMENT DIRECTED TO CONDUCT TAX INCREMENT FINANCING STUDY OF 111TH STREET/KEDZIE AVENUE BUSINESS DISTRICT.

Also, a proposed order directing the Commissioner of Planning and Development to conduct a tax increment financing study of the area known as the 111th Street/Kedzie Avenue Business District, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 2823 SOUTH ST. LOUIS AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Ricardo Silva to park his pickup truck and/or van at 2823

South St. Louis 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 -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR SCHOOL PURPOSES.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to close to traffic portions of specified public ways on all school days for the 1997 -- 1998 school year, during the periods noted, for school purposes, which were *Referred of the Committee on Traffic Control and Safety,* as follows:

Board of Education/Cardenas Elementary School -- South Millard Avenue, between 2300 and 2400, during the hours of 8:15 A.M. to 9:45 A.M. and 2:15 P.M.to 3:00 P.M.; and

Epiphany Peace School -- West 25th Street, between 4200 and 4300, during the hours of 7:15 A.M. to 8:00 A.M. and 1:45 P.M. to 2:30 P.M.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- REMOVAL OF PAY TELEPHONE FROM PUBLIC WAY AT 5012 SOUTH PULASKI ROAD.

A proposed ordinance requiring Sheffield Systems to remove a pay telephone from the public way located at 5012 South Pulaski Road 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 -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 5715 SOUTH NATOMA AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Joseph Klem to park his pickup truck and/or van at 5715 South Natoma 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.*

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- AUTHORIZATION FOR ESTABLISHMENT OF BUS STANDS ON PORTIONS OF WEST FILLMORE STREET.

A proposed ordinance authorizing the Commissioner of Transportation to establish bus stands with appropriate signage for the parking of school buses on both sides of West Fillmore Street, between South Sacramento Boulevard and South Albany Avenue, excepting therefrom the area on the south side of West Fillmore Street, from South Whipple Street to the alley next west thereof, during the hours of 6:00 A.M. to 5:00 P.M., Monday through Friday, 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 Jas. D. Ahern Co. to install signs/signboards at 3357 West Harrison Street, which were *Referred to the Committee on Buildings,* as follows:

One sign/signboard measuring 196 square feet; and

One sign/signboard measuring 392 square feet.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH INDEPENDENCE AVENUE FOR "SECOND ANNUAL CHRISTMAS PARTY AND TOY GIVEAWAY".

Also, a proposed order authorizing the Commissioner of Transportation to grant permission to Mr. Rae Jones, to close to traffic the east side of South Independence Avenue and West Douglas Boulevard, from South Lawndale Avenue to South Independence Boulevard, for the "Second Annual Christmas Party and Toy Giveaway" on December 18, 1997, during the hours of 9:00 A.M. to 10:30 A.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2800 NORTH TALMAN AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Postacular Midwest Sign Co. to install a sign/signboard at 2800 North Talman Avenue, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 1715 NORTH FRANCISCO AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant

permission to Mr. Martin Milot to park his pickup truck and/or van at 1715 North Francisco 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 CONSTRUCTION OF TRAFFIC CIRCLES ON PORTIONS OF WEST WABANSIA AVENUE.

Also, three proposed orders authorizing the Commissioner of Transportation to give consideration to the construction of traffic circles at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

On West Wabansia Avenue, at North Albany Avenue;

On West Wabansia Avenue, at North Troy Street; and

On West Wabansia Avenue, at North Whipple Street.

Referred -- AUTHORIZATION FOR CONDUCT OF FEASIBILITY STUDY FOR CONSTRUCTION OF TRAFFIC CIRCLES ON PORTIONS OF WEST WABANSIA AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to cause a feasibility study to be made for the construction of traffic circles on West Wabansia Avenue at its intersection with North Monticello Avenue, North Lawndale Avenue and North Ridgeway Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNETT (27th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF EAST/WEST ALLEY IN BLOCK BOUNDED BY NORTH MILWAUKEE AVENUE, WEST ERIE STREET AND NORTH MORGAN STREET.

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 the east/west 12 foot public alley in the block bounded by North Milwaukee Avenue, West Erie Street and North Morgan Street for Mid-City National Bank, as Trustee, Trust Number 2539 (File Number 8-27-97-2203); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Burnett moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Burnett, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO RIVER CENTER, IN CARE OF AMERICAN NATIONAL BANK AND TRUST COMPANY, UNDER TRUST NUMBER 49223 TO MAINTAIN AND USE ELEVATED ROADWAY AND VAULTED SPACE ADJACENT TO 111 NORTH CANAL STREET.

Also, a proposed ordinance to grant permission and authority to River Center, in care of American National Bank and Trust Company, under Trust Number 49223 to maintain and use an elevated roadway and vaulted space adjacent to the premises at 111 North Canal 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, three 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:

Doyle Signs, Inc. -- for one sign at 348 North Clinton Street;

Sure Light Sign -- for two signs (west elevation and south elevation) at 801 North Racine Avenue; and

White Way Sign Company -- for one sign at 1015 North Halsted Street.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- EXEMPTION OF MOUNT SINAI HOSPITAL MEDICAL CENTER FROM ALL 1998 -- 1999 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all city fees for the period beginning February 16, 1998 and ending February 15, 1999 to Mount Sinai Hospital Medical Center under its not-for-profit status, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred --AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(b) OF MUNICIPAL CODE OF CHICAGO WHICH WOULD ALLOW PARKING OF TAXICABS ON BUSINESS STREETS IN TWENTY-NINTH WARD.

A proposed ordinance to amend Title 9, Chapter 64, Section 170(b) of the Municipal Code of Chicago which would allow the parking of taxicabs on business streets within the 29th Ward, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- GRANT OF PRIVILEGE TO LORETTO HOSPITAL TO MAINTAIN AND USE WATER SERVICE LINE AND SHUT-OFF VALVE ADJACENT TO 645 SOUTH CENTRAL AVENUE.

Also, a proposed ordinance to grant permission and authority to Loretto Hospital

to maintain and use a water service line and shut-off valve to supply water to a building addition adjacent to the property at 645 South Central 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:

On South Menard Avenue, south of the alley south of West Madison Street; and

On South Waller Avenue, south of the alley south of West Madison Street.

Presented By

ALDERMAN WOJCIK (30th Ward):

CONGRATULATIONS EXTENDED TO THE TRIP CIVIC GROUP ON CELEBRATION OF EIGHTH ANNIVERSARY AND OUTSTANDING CONTRIBUTION TO COMMUNITY.

A proposed resolution reading as follows:

WHEREAS, The Trip Civic Group, a non-profit community organization on the northwest side of the City of Chicago will be celebrating its eighth anniversary; and

WHEREAS, The Trip Civic Group, which borders from West Addison Street south to West Diversey Avenue and from North Pulaski Road west to North Kildare Avenue, services the residents of the Avondale neighborhood; and

WHEREAS, The Trip Civic Group whose present board members are Wesley John Fraven, president; Jacqueline Gongola, Vice President; and Larry Freson, Treasurer and Acting Secretary; and

WHEREAS, The Trip Civic Group has been successfully educating and servicing the residents of the 30th Ward as well as providing neighborhood watches and beautification projects in their area; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this tenth day of December, 1997 A.D., do hereby congratulate the Board, active members and volunteers of The Trip Civic Group for their ongoing crusade, improving the lifestyle of the good citizens of this northwest side neighborhood of the great City of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to Wesley John Fraven, Jacqueline Gongola and Larry Freson by Mayor Richard M. Daley and Alderman Michael A. Wojcik.

Alderman Wojcik moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Wojcik, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

Referred -- EXEMPTION OF MR. GEORGES STARLIT FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 5554 -- 5558 WEST FULLERTON AVENUE.

Also, a proposed ordinance to exempt Mr. Georges Starlit from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 5554 -- 5558 West Fullerton Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 4817 WEST FULLERTON AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign Company to install a sign/signboard at 4817 West Fullerton Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) WHICH WOULD EXTEND BOUNDARIES OF SD-10, ROSCOE STREET SPECIAL DISTRICT.

A proposed ordinance to amend Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance which would extend the boundaries of the SD-10,

Roscoe Street Special District, which supplements the B2-2, Restricted Retail District as shown on Map Number 9-H, which was *Referred to the Committee on Zoning.*

Referred -- EXEMPTION OF MR. STEVE GOLOVAN FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 1300 -- 1328 WEST FLETCHER STREET.

Also, a proposed ordinance to exempt Mr. Steve Golovan from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 1300 --1328 West Fletcher Street pursuant to Title 10, Chapter 20, Section 430 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 1940 NORTH ELSTON AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Grate Signs, Inc. to install a sign/signboard at 1940 North Elston Avenue, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 3121 NORTH SOUTHPORT AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Patrick J. Hynes to park his pickup truck and/or van at 3121 North Southport Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF 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:

Ewald-Barlock Funeral Home, Ltd. -- for four canopies at 2501 North Southport Avenue; and

Montauk Investment Corporation -- for four canopies at 1725 North Damen Avenue.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- ESTABLISHMENT OF RULES AND PROCEDURES PERTAINING TO PUBLIC ATTENDANCE AT CITY COUNCIL MEETINGS.

A proposed resolution establishing rules and procedures pertaining to public attendance at City Council meetings, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO WHICH WOULD REMOVE RESTRICTIONS ON ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF WEST FULLERTON AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 35.29 which would restrict the issuance of additional package goods licenses on the north side of West Fullerton Avenue, from North Central Park Avenue to North Springfield Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO WHICH WOULD REMOVE RESTRICTIONS ON ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF NORTH KEDZIE BOULEVARD.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 35.89 which would restrict the issuance of additional package goods licenses on North Kedzie Boulevard, from West Fullerton Avenue to West Logan Boulevard, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF ERGUN & HAKAN SENGULLU FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 3265 WEST FULLERTON AVENUE.

Also, a proposed ordinance to exempt Ergun & Hakan Sengullu from the

physical barrier requirement pertaining to alley accessability for the parking facilities for 3265 West Fullerton Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF LANDING FEES FOR AIR CARE ALLIANCE, LIFELINE PILOTS ASSOCIATION.

Also, a proposed order authorizing and directing the Department of Aviation to waive the landing fees for the Air Care Alliance, Lifeline Pilots Association, which was *Referred to the Committee on Aviation.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- CORRECTION OF JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL DATED NOVEMBER 5, 1997.

A proposed correction to an ordinance printed in the Journal of the Proceedings of the City Council dated November 5, 1997, which established Residential Planned Development Number 656 in an area shown on Map Number 4-F, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 7138 WEST BELMONT AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Thatcher Oaks Awning Co. to install a sign/signboard at 7138 West Belmont

Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN GILES (37th Ward):

Referred -- GRANT OF PRIVILEGE TO O & G SPRING & WIRE TO MAINTAIN AND USE CONDUIT ADJACENT TO 4432 -- 4500 WEST DIVISION STREET.

A proposed ordinance to grant permission and authority to O & G Spring & Wire to maintain and use a two and one-half inch conduit under the public way adjacent to its premises at 4432 -- 4500 West Division Street, which shall extend under the public way from a transformer vault in front of the premises running east for a total distance of 162 lineal feet curving into private property, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ESTABLISHMENT OF TRAFFIC CIRCLE AT INTERSECTION OF NORTH LOCKWOOD AVENUE AND WEST FULTON STREET.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a traffic circle at the intersection of North Lockwood Avenue and West Fulton Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

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 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Auto Tech Number 2 -- 6034 North Broadway; and

Senior Lifestyles Corporation -- 5527 North Maplewood Avenue.

Referred -- COMMITTEE ON EDUCATION URGED TO HOLD PUBLIC HEARING RELATIVE TO PROPOSED PLANS FOR REGION ONE MAGNET HIGH SCHOOL.

Also, a proposed resolution urging the Committee on Education to hold a public hearing to afford all interested individuals the opportunity to be apprised of and give input into the proposed plans for the new Region One Magnet High School, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 11601 WEST TOUHY AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to White Way Sign Company to install a sign/signboard at 11601 West Touhy Avenue (4010 North Mannheim Road) which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO MAYOR RICHARD M. DALEY ON SELECTION BY *LIBRARY JOURNAL* MAGAZINE AS "POLITICIAN OF THE YEAR".

A proposed resolution reading as follows:

WHEREAS, Mayor Richard M. Daley has been selected by the prestigious national journal library trade magazine *Library Journal* as its first ever "Library Politician of the Year"; and

WHEREAS, The *Library Journal's* Politician of the Year Award honors a public official for using the political process to strengthen library service and to also strengthen good government; and

WHEREAS, No American political leader more reflects the use of this political process to build a strong library system than Mayor Richard M. Daley; and

WHEREAS, Mayor Richard M. Daley has been responsible for the construction or renovation of thirty-one neighborhood libraries in the City of Chicago as well as the transformation of the seventy-nine branch libraries since his election in 1989; and

WHEREAS, Under Mayor Richard M. Daley's inspired guidance, twenty more neighborhood library projects will have been constructed by the year 2000; and

WHEREAS, Mayor Richard M. Daley in 1996 spearheaded the passage of an additional Fifty Million Dollar increase in funding for new library construction and the expansion and renovation of existing neighborhood libraries; and

WHEREAS, Three new branches have been dedicated since the summer of 1997 and by the year 2000 seventy percent of the system will have been completely retooled; and

WHEREAS, This rate of new construction and renovation is unprecedented in urban public libraries today, and is one of the reasons that Mayor Richard M. Daley and the Chicago Public Library system have been honored by *Library Journal*; and

WHEREAS, Mayor Richard M. Daley's vision empowered him to see that work needed to be done to improve the library system in all the city's many diverse neighborhoods and he has always been a staunch supporter of the library's critical role as an overseer of a literate and informed constituency; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, assembled in meeting this tenth day of December, nineteen hundred and ninety-seven, A.D., do hereby congratulate Mayor Richard M. Daley on the occasion of his having been named the *Library Journal's* very first Politician of the Year as a recognition of his noble efforts to reinvigorate the Chicago Public Library and its many branches with his sincere personal commitment to library services to serve all the citizens of the great City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mayor Richard M. Daley.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Natarus the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 164 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 045 WHICH WOULD ESTABLISH LIMITATIONS ON CAMPAIGN EXPENDITURES BY CANDIDATES FOR ELECTED CITY OFFICES.

Also, a proposed ordinance to amend Title 2, Chapter 164 of the Municipal Code of Chicago by the addition of new Section 045 which would establish limitations on campaign expenditures during primary and general elections by candidates for the offices of Mayor, Treasurer, City Clerk and Alderman of the City of Chicago, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY VARIOUS INSTITUTIONS.

Also, two proposed ordinances which would allow the applicants listed to pay a reduced license fee of Ten and no/100 Dollars ($10.00) for each of the special police employed at the location designated, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which were *Referred to the Committee on Finance,* as follows:

Northwestern University -- 211 East Superior Street (eighteen special police); and

Rush-Presbyterian-St. Luke's Medical Center -- 1753 West Congress Parkway (sixty special police).

Referred -- EXEMPTIONS OF VARIOUS APPLICANTS FROM ALL 1997 -- 1998 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Also, six proposed ordinances providing inclusive exemption from all 1997 -- 1998 city fees to the applicants listed below under their not-for-profit status, which were *Referred to the Committee on Finance*, as follows:

Institute for Psychoanalysis, 122 South Michigan Avenue;

John G. Shedd Aquarium, 1200 South Lake Shore Drive;

Loyola University Chicago/Water Tower Campus, 820 North Michigan Avenue;

The Lyric Opera of Chicago, 20 North Wacker Drive;

Rehabilitation Institute, 345 East Superior Street; and

Rush-Presbyterian-St. Luke's Medical Center, doing business as Rush Children's Services, various locations.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 40, SECTION 260 OF MUNICIPAL CODE OF CHICAGO WHICH WOULD ESTABLISH SPEED LIMITATIONS FOR VESSELS OPERATING UPON CHICAGO WATERWAYS.

Also, a proposed ordinance to amend Title 10, Chapter 40, Section 260 of the Municipal Code of Chicago which would establish a speed limit of 8 knots for vessels operating on the Chicago River and within the breakwater of the Chicago Harbor and a speed limit of 30 knots for vessels operating within one mile of the Chicago Harbor, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, five 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:

Friedman Properties -- to construct, install, maintain and use seven tree gates, four planter boxes, four light poles and three trash receptacles for beautification purposes adjacent to 420 North Wabash Avenue;

Lane Jewelers, Inc. -- to maintain and use a double face sign adjacent to 188 North State Street;

Maggiano's Little Italy Restaurant -- to construct, install, maintain and use a walk-in cooler within an interior entrance in the public alley adjacent to 516 North Clark Street;

310 South Michigan Avenue, L.L.C. Metropolitan Properties of Chicago, Inc. -- to maintain and use a subsurface vault space under and along the public way adjacent to 310 South Michigan Avenue; and

Original Mitchel's Ltd. -- to construct, install, maintain and use a covered chute in the sidewalk adjacent to 101 West North Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED HONORARY DESIGNATION OF PORTION OF WEST WASHINGTON STREET AS "PHILLIP H. CORBOY WAY".

Also, a proposed ordinance to amend an ordinance previously passed on November 19, 1997 (Journal of the Proceedings of the City Council, page 57985) which authorized the honorary designation of West Washington Street, between North Dearborn Street and North Clark Street, as "Phillip H. Corboy Way" by deleting the name and inserting in lieu thereof the name "Philip H. Corboy Court", 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, 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:

Chicagoland Signs, Inc. -- for one sign/signboard at 121 North Dearborn Street;

Doyle Signs, Inc. -- for one double face sign/signboard at 731 North Rush Street;

Landmark Outdoor Advertising Company, Inc. -- for one sign/signboard at 401 East Illinois Street;

Sure Light Sign Co. -- for one sign/signboard at 30 West Illinois Street (east elevation); and

Sure Light Sign Co. -- for one sign/signboard at 30 West Illinois Street (south elevation).

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY CRANE PERMITS, FREE OF CHARGE, TO LIVENT, INC. FOR ERECTION OF STEEL AND AIR HANDLING UNITS.

Also, a proposed order authorizing and directing the Commissioner of Transportation and the Director of Revenue to issue all necessary crane permits, free of charge, to Livent, Inc. for the erection of steel and air handling units in connection with the rehabilitation of the property at 159 North Dearborn Street, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY PERMITS, FREE OF CHARGE, TO LIVENT, INC. FOR INTERMITTENT USE OF PORTIONS OF PUBLIC WAYS IN CONNECTION WITH REHABILITATION OF BUILDING AT 159 NORTH DEARBORN STREET.

Also, two proposed orders authorizing the Commissioner of Transportation and the Director of Revenue to issue all necessary permits, free of charge, to Livent, Inc. for the intermittent use of portions of the public ways specified and during the hours noted in connection with the rehabilitation of the building at 159 North Dearborn Street, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

Eastside of North Dearborn Street and north side of West Randolph Street -- from 7:00 A.M. to 3:30 P.M. and from 6:30 P.M. to 12:00 Midnight; and

West Couch Place, from North Dearborn Street to the terminus point west thereof -- during normal business hours.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, five proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Cole-Haan Company Store -- for three canopies at 669 North Michigan Avenue;

Dunkin Donuts -- for one canopy at 201 North State Street;

Friedman Properties -- for seven canopies at 420 North Wabash Avenue;

Frontera Grill, Inc. -- for one canopy at 443 -- 447 North Clark Street; and

Maggiano's Grand Banquets -- for five canopies at 111 West Grand Avenue.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- EXEMPTION OF CHILDREN'S MEMORIAL HOSPITAL FROM ALL 1998 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1998 city fees to Children's Memorial Hospital under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 1132 WEST ALTGELD STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Scott Walker to park his pickup truck and/or van at 1132 West Altgeld Street in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented For

ALDERMAN BERNARDINI (43rd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1612 NORTH SEDGWICK STREET.

A proposed order, presented by Alderman Natarus, authorizing the Director of Revenue to issue a permit to A Thousand (1000) Nites Cafe to construct, maintain and use one canopy to be attached or attached to the building or structure at 1612 North Sedgwick Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5742 -- 5744 NORTH MILWAUKEE AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Gladstone Park Bakery, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 5742 -- 5744 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessability for the parking facilities for the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

D & M Development -- 3755 North Wilton Avenue; and

Ms. Mahin D. Shokookh and Mr. Behzad Saberian -- 3914 -- 3918 North Broadway.

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:

Sheridan Plaza Associates II Ltd. Partnership -- for one canopy at 4607 North Sheridan Road; and

3500 North Lake Shore Co-op Apartments -- for one canopy at 3500 North Lake Shore Drive.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4100 NORTH WESTERN AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Riggio's Restaurant to construct, maintain and use one canopy to be attached or attached to the building or structure at 4100 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- EXEMPTION OF VRANAS & ASSOCIATES, LTD. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 5125 NORTH KENMORE AVENUE.

A proposed ordinance to exempt Vranas & Associates, Ltd. from the physical barrier requirement pertaining to alley accessability for the parking facilities for 5125 North Kenmore Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO IRMCO PROPERTIES & MANAGEMENT CORPORATION TO CONSTRUCT, INSTALL, MAINTAIN AND USE SLIDING SECURITY GATE ADJACENT TO 6152 NORTH KENMORE AVENUE.

Also, a proposed ordinance to grant permission and authority to Imrco Properties & Management Corporation to construct, install, maintain and use a sliding security gate adjacent to 6152 North Kenmore Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward):

BUILDING AT 3101 WEST PRATT AVENUE DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at the following location, to wit: 3101 West Pratt Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at the following location, to wit: 3101 West Pratt Avenue, is declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman Stone, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(b) OF MUNICIPAL CODE OF CHICAGO WHICH WOULD REMOVE RESTRICTIONS ON PARKING OF TAXICABS ON BUSINESS STREETS WITHIN FIFTIETH WARD.

Also, a proposed ordinance to amend Title 9, Chapter 64, Section 170(b) of the Municipal Code of Chicago which would remove the restrictions on the parking of taxicabs on business streets located within the 50th Ward, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT AT 6618 -- 6620 NORTH FAIRFIELD AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight at 6618 -- 6620 North Fairfield Avenue, which was *Referred to the Committee on Finance.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance,* as follows:

FREE PERMITS:

BY ALDERMAN E. SMITH (28th Ward):

Bethel New Life, Incorporated -- for rehabilitation of an existing structure on the premises known as 3812 -- 3816 West Maypole Avenue.

Providence-Saint Mel Development Corporation -- for rehabilitation of an existing structure on the premises known as 112 -- 116 South St. Louis Avenue.

BY ALDERMAN COLOM (35th Ward):

Hispanic Housing/Emerald Sewer and Plumbing -- for rehabilitation of structures on the premises known as 2113 North Kedzie Avenue.

BY ALDERMAN ALLEN (38th Ward):

The Board of Education/Smyser Elementary School -- for construction of a driveway on the premises known as 4310 North Melvina Avenue.

BY ALDERMAN SHILLER (46th Ward):

Miller and Ferguson/Emerald Sewer and Plumbing, Inc. -- for rehabilitation of the premises known as 4520 North Malden Street.

BY ALDERMAN M. SMITH (48th Ward):

The Salvation Army -- for Emergency Lodge Head Start Program renovation project on the premises known as 4800 North Marine Drive.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Medical Center, 7435 West Talcott Street (2).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN SHAW (9th Ward):

Historic Pullman, various locations -- annual public place of assembly inspection fees.

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, 5700 North Ashland Avenue -- fuel burning equipment inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, various locations -- "No Parking" sign permit fees, annual fuel burning equipment inspection fees, semi-annual elevation inspection fees and annual building inspection fees (4).

Northwestern University, various locations -- "No Parking" sign permit fees, annual public place of assembly inspection fees, annual building inspection fees, annual fuel burning equipment inspection fees and annual mechanical ventilation inspection fees (5).

Dr. William M. Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- fuel burning equipment inspection fees.

The School of the Art Institute of Chicago, various locations -- semi-annual elevation inspection fees, fuel burning equipment inspection fees, annual public place of assembly inspection fee and annual building inspection fees (4).

BY ALDERMAN BERNARDINI (43rd Ward):

Contemporary Art Workshop, 542 West Grant Place -- "No Parking" sign permit fees.

Menominee Club, 244 West Willow Street -- bi-annual building inspection fee.

BY ALDERMAN SHILLER (46th Ward):

Uptown People's Music School, 931 West Eastwood Avenue -- Semi-annual elevator inspection fee.

BY ALDERMAN STONE (50th Ward):

Hanna Sacks Bais Yaakov High School, 3021 West Devon Avenue -- fuel burning equipment inspection fee.

Jewish Federation of Metropolitan Chicago, 3003 West Touhy Avenue -- annual public place of assembly inspection fee.

Northwest Home for the Aged, 6300 North California Avenue -- "No Parking" sign permit fees

REFUND OF FEES:

BY ALDERMAN O'CONNOR (40th Ward):

Swedish Covenant Hospital, 5145 North California Avenue -- refunds in the amount of $400.00 (Food Dispenser Retail License), $2,187.00 (Hospital License) and $375.00 (Limited Business License) (3).

BY ALDERMAN NATARUS (42nd Ward):

The School of the Art Institute of Chicago, 37 South Wabash Avenue -- refunds in the amount of $295.00 (fuel burning inspection) and $557.00 (canopy, elevator and revolving door inspection) (2).

WAIVER OF FEES:

BY ALDERMAN RUGAI (19th Ward):

Saint John the Divine Church, 10511 South Oakley Avenue -- waiver of annual handicapped permit parking sign renewal fees.

SENIOR CITIZENS SEWER REFUNDS:
($50.00)

BY ALDERMAN MURPHY (18th Ward):

Davis, Millie

BY ALDERMAN SOLIS (25th Ward):

Ng, Tong Yim

BY ALDERMAN ALLEN (38th Ward):

Morreale, Dorothy

BY ALDERMAN LAURINO (39th Ward):

Bishaf, Evelyn

Carlson, Norman A.

Reno, Edward T.

Schuster, Myrl

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 19, 1997).
(Special Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Wednesday, November 19, 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 (November 19, 1997).
(Regular Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 19, 1997 at 12:15 P.M. (the hour appointed for the meeting was 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.*

At this point in the proceedings, Alderman Burke moved to elect Alderman Gabinski as Temporary Presiding Officer. The motion *Prevailed.*

UNFINISHED BUSINESS.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS TO CHICAGO TRANSIT AUTHORITY IN FULFILLMENT OF LOCAL CONTRIBUTION REQUIREMENT PURSUANT TO REGIONAL TRANSPORTATION ACT.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on the Budget and Government Operations, deferred and published in the Journal of the Proceedings of the City Council of November 19, 1997, pages 57819 and 57820, recommending that the City Council pass a proposed ordinance, printed on pages 57820 through 57822, which authorizes the allocation of Motor Fuel Tax funds for the annual Chicago Transit Authority grant in fulfillment of local contribution requirements pursuant to The Regional Transportation Authority Act.

On motion of Alderman Dixon, the said proposed ordinance was Passed by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The law of the State of Illinois establishing the Regional Transportation Authority (the "R.T.A.") (Ill. Rev. Stat. Chapter 111⅔, paragraph 701.01, et seq.) provides in paragraph 704.10, that the R.T.A. shall not for any fiscal year of the R.T.A. release to the Chicago Transit Authority (the "C.T.A.") any funds except for the proceeds of taxes imposed by the R.T.A. under Sections 4.03 and 4.03.1 which are allocated to the C.T.A. under Section 4.10(d) unless a unit or units of local government in Cook County (other than

the C.T.A.) enters or enter into an agreement with the C.T.A. to make a monetary contribution for such year of at least Five Million Dollars ($5,000,000) for public transportation; and

WHEREAS, The C.T.A. will, for the foreseeable future, require such financial grants from the R.T.A. in order to meet its operating expenses; and

WHEREAS, Every year since the inception of the R.T.A., the City of Chicago has contributed Three Million Dollars ($3,000,000) and the County of Cook has contributed Two Million Dollars ($2,000,000); and

WHEREAS, The last such ordinance authorizing the City's contribution was passed on October 2, 1996 (Journal of the Proceedings of the City Council, page 29242); now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the R.T.A. ending December 31, 1997, the sum of Three Million Dollars ($3,000,000) for use by the C.T.A. as a matching grant from the City of Chicago to be paid prior to December 31, 1997, from that part of the Motor Fuel Tax funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars ($3,000,000) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under the Regional Transportation Authority Act (Chapter 111⅔, Section 704.10, Illinois Revised Statutes 1989) between the C.T.A., the County of Cook, and the City of Chicago. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor is authorized to execute such agreement, substantially in the form attached hereto as Exhibit A.

SECTION 3. The City Clerk is hereby directed to transmit a certified copy of this ordinance to the Governor of the State of Illinois and two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

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

Exhibit "A".

Agreement.

This Agreement made this _____ day of _____, 199__, by and between the Chicago Transit Authority (herein the "Authority"), a municipal corporation of the State of Illinois, established pursuant to the Metropolitan Transit Authority Act, Illinois Revised Statutes, Chapter 111⅔, Section 301, et seq., and the City of Chicago and the County of Cook, municipal corporations of the State of Illinois.

Witnesseth:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants hereinafter set forth, this Agreement is made pursuant to the provisions of Section 4.10 of the Regional Transportation Authority Act, Illinois Revised Statutes, Chapter 111⅔, Section 704.10.

1. The City of Chicago hereby agrees to contribute prior to December 31, 1997, Three Million Dollars ($3,000,000) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1997.

2. The County of Cook hereby agrees to contribute prior to December 31, 1997, Two Million Dollars ($2,000,000) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1997.

In Witness Whereof, The parties hereto, by their duly authorized officers, have executed this Agreement on the date first above mentioned.

City of Chicago

By: _____

County of Cook

By: _____

Chicago Transit Authority

By: _____

MISCELLANEOUS BUSINESS.

AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE REGARDING MEMBERSHIP OF STANDING COMMITTEES FOR 1995 -- 1999 TERM.

Alderman Burke and Alderman Mell presented the following proposed resolution:

Be It Resolved, That the following members of the City Council of the City of Chicago are hereby added to the following standing committees of the City Council of the City of Chicago for the 1995 -- 1999 term:

2. COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS

   Balcer

4. COMMITTEE ON COMMITTEES, RULES AND ETHICS

   Balcer, DeVille

5. COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT

   DeVille

7. COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES

Balcer

8. COMMITTEE ON FINANCE

Balcer, DeVille

11. COMMITTEE ON HOUSING AND REAL ESTATE

Balcer

13. COMMITTEE ON LICENSE AND CONSUMER PROTECTION

DeVille

14. COMMITTEE ON PARKS AND RECREATION

DeVille

15. COMMITTEE ON POLICE AND FIRE

Balcer, DeVille

17. COMMITTEE ON TRAFFIC CONTROL AND SAFETY

Balcer

18. COMMITTEE ON TRANSPORTATION AND PUBLIC WAY

Balcer, DeVille.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by a viva voce vote.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

Mr. Robert Schott, son of the late Police Officer Richard Schott;

Mrs. Elena P. Balcer and Mrs. Mildred Balcer, wife and grandmother, respectively, of the newly appointed Alderman of the 11th Ward, Mr. James Balcer and the Reverend Michael Yaikaitis of Saint Barbara Church, their pastor;

Mr. John P. Daley, Cook County Commissioner of the 11th District;

Ms. Theresa Petrone, Commissioner of the Chicago Board of Election Commissioners;

Dr. Leon Finney, Chairman of The Woodlawn Organization (T.W.O.) and the Woodlawn Community Development Corporation;

Ms. Carole Millison, President of the Woodlawn Community Corporation;

Mr. Orlando May, Executive Director of The Woodlawn Organization (T.W.O.).

EXPRESSION OF HOLIDAY GREETINGS.

Speaking on behalf of all the members of the City Council, Alderman Burke rose to express to Mayor Daley and his family the Council's best wishes for a merry Christmas and a healthy, happy and prosperous New Year.

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 December, 1997 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the seventh (7th) day of January, 1998 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, Beavers, Dixon, Shaw, Buchanan, Balcer, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, 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 -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, January 7, 1998 at 10:00 A.M., in the Council Chambers in City Hall.

James J. Laski

JAMES J. LASKI,
City Clerk.