

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

Regular Meeting--Wednesday, April 27, 1988

at 10:00 A.M.

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

OFFICIAL RECORD.

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone.

Absent -- Aldermen Vrdolyak, Figueroa, Osterman.

Call To Order.

On Wednesday, April 27, 1988 at 11:40 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Gutierrez, Butler, Davis, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Quorum present.

Alderman Stone requested that the record reflect Alderman Vrdolyak was absent due to illness.

Invocation.

The Reverend Carol Cory, Associate Minister, First United Methodist Church of Chicago, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

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

The Honorable Walter S. Kozubowski, 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 -- OATHS OF OFFICE.

The oaths of office of Mr. Marshall Korshak and Mr. Russell Ewert as members of the Chicago Police Board, filed on April 20, 1988, which were *Placed on File*.

*Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED MARCH 31, 1988.*

Also, the following documents received in the City Clerk's Office from Mr. Ronald D. Picur, City Comptroller, which were *Placed On File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended March 31, 1988;

Statement of Funded Debt as at March 31, 1988; and

City of Chicago Corporate Fund: Statement of Floating Debt as at March 31, 1988.

*Placed On File -- CERTIFICATION AS TO AMOUNT OF
ASSESSMENTS FOR NEW STREET IMPROVEMENT
PROGRAM AT SPECIFIED LOCATIONS.*

Also, a communication from Mr. Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of April 22, 1988, transmitting certified copies of the amount of assessments for the New Street Improvement Program in accordance with Chapter 200.4-4 of the Municipal Code, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on April 20, 1988, 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 April 27, 1988, 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 April 20, 1988, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

***Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR
AREAS.**

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

A-D Corporation--to classify as a C1-4 Restricted Commercial District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-G bounded by

West Adams Street; a line 125 feet west of and parallel to South Halsted Street; a line 160 feet south of and parallel to West Adams Street; a line 146 feet west of South Halsted Street; a line 190 feet south of and parallel to West Adams Street; a line 78.85 feet east of and parallel to South Green Street; a line 125 feet south of and parallel to West Adams Street; and South Green Street.

Roman Bernshtam and Ella Bernshtam--to classify as a C2-2 General Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by

a line 125 feet south of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Western Avenue; a line 365 feet south of and parallel to West Wabansia Avenue; and North Western Avenue.

Aldo J. Bottalla--to classify as a C2-2 General Commerical District instead of a C1-2 Restricted Commerical District the area shown on Map No. 11-I bounded by

a line 152 feet north of and parallel to West Irving Park Boulevard; North California Avenue; West Irving Park Boulevard; and the alley next west of and parallel to North California Avenue.

Marek Pulawski, c/o John J. Pikarski, Jr.--to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 7-D bounded by

a line 200 feet north of and parallel to West Wellington Street; a line 133.21 feet east of and parallel to North Oriole Avenue; a line 100 feet north of and parallel to West Wellington Street; and North Oriole Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Also, claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

Allstate Ins. Co. and Curtis McCarthren, American Ambassador Cas. Co. and Patricia D. Wilson, American Family Ins. Group and Chuan H. Ooi;

Baker Foster E. and Jose A. Ibarra, Boorstein Marc, Boyajian Karney, Boyd Patricia;

Cady Robert M., Christ Deliverance Church;

Draftz Kevin, Duda Joseph;

Guiab Jr. John;

Harrison Donald;

Koltuniak Olgierd, Kustra Stanley;

Large E. L. (Chicago Towing), Lenart Margaret, Lewis David, Lin John, Littlejohn Denise;

McDonald Latasha;

Ofenloch Jr. Richard J.;

Papeo Joanna;

Samkari Nabil, Sanders Proxy, Sarhad Wilson W.;

Wheeler Jr. Charles M., Williams Casandra, Williams Jerry L., Winer Susan J.

Referred -- SETTLEMENTS AND SUITS WITH ENTRIES
OF JUDGMENT AGAINST CITY.

Also, a report from the Corporation Counsel (filed in the Office of the City Clerk on April 21, 1988) addressed to the City Council (signed by Ms. Jennifer Duncan-Brice, Deputy Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended February, 1988, which was *Referred to the Committee on Finance*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF CALUMET-GILES-
PRAIRIE DISTRICT AS CHICAGO LANDMARK.

Also, a communication from Mr. Roy Forrey, Deputy Director, Commission on Chicago Landmarks, under date of April 22, 1988, transmitting the recommendation that the Calumet-Giles-Prairie District be designated as a Chicago Landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF INDENTURE OF TRUST WITH FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE, FOR MULTI-FAMILY HOUSING REVENUE BONDS, SERIES 1985-A THROUGH 1985-F (WAVELAND ASSOCIATES PROJECT).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution and delivery of an amended Indenture of Trust with First National Bank of Chicago, as trustee, for Multi-Family Housing Revenue Bonds, Series 1985-A through 1985-F (Waveland Associates Project).

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr -- 38.

Nays -- Aldermen Madrzyk, Krystyniak, Mell, Kotlarz -- 4.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois, a municipal corporation and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (the "Issuer"), has previously issued its Multi-Family Housing Revenue Bonds (Waveland Associates Project), Series 1985-A through Series 1985-F (collectively, the "Bonds"), pursuant to an Indenture of Trust, dated as of November 1, 1985 (the "Indenture"), between the Issuer and The First National Bank of Chicago, as trustee (the "Trustee"); and

WHEREAS, A portion of the Bonds is still outstanding; and

WHEREAS, The Issuer and the Trustee have now determined that it is necessary and desirable to supplement the Indenture for the purpose of granting to and conferring upon the Trustee for the benefit of the registered owners of the Bonds certain additional benefits, rights, remedies, powers and authorities which may be lawfully granted to and conferred upon the Trustee; and

WHEREAS, The supplement to the Indenture, in the judgment of the Trustee, has received the required consents of the registered owners of the Bonds; and

WHEREAS, It is necessary to authorize the execution and delivery of a First Supplemental Indenture of Trust, dated as of April 1, 1988, between the Issuer and the Trustee (the "First Supplemental Indenture"); and

WHEREAS, A form of First Supplemental Indenture has been prepared and presented to this meeting; now, therefore,

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

SECTION 1. That the form, terms and provisions of the proposed First Supplemental Indenture be, and they hereby are, in all respects approved; that the Comptroller of the Issuer be, and hereby is, authorized, empowered and directed to execute, and the City Clerk of the Issuer be, and hereby is, authorized, empowered and directed to attest and to impress the official seal of the Issuer on, the First Supplemental Indenture in the name and on behalf of the Issuer, and thereupon to cause the First Supplemental Indenture to be delivered to the Trustee; that the First Supplemental Indenture is to be in substantially the form presented to and before this meeting and hereby approved, or with such changes therein as shall be approved by the officer of the Issuer executing the First Supplemental Indenture, such officer's execution thereof to constitute conclusive evidence of such officer's approval and the approval of this City Council of any and all changes or revisions therein from the form of First Supplemental Indenture before this meeting; that from and after the execution and delivery of the First Supplemental Indenture, the officers, officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents, as may be necessary to carry out and comply with the provisions of the First Supplemental Indenture as executed; and that the First Supplemental Indenture shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the First Supplemental Indenture shall be placed in the official records of the Issuer and shall be available for public inspection at the principal office of the Issuer.

SECTION 2. That the Comptroller, the City Clerk and the proper officers, officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and certificates, as may be necessary to carry out and comply with the provisions of the First Supplemental Indenture and to further the purposes and intent of this authorizing ordinance, including the preamble hereto.

SECTION 3. Nothing in this authorizing ordinance shall give rise to any pecuniary liability of the Issuer nor any charge against its general credit or taxing power. No recourse shall be had for any claim based hereon against any past, present or future officer, employee or agent, or member of the City Council, of the Issuer or any successor to the Issuer, either directly or through the Issuer or any successor to the Issuer, under any rule of law or equity, statute or constitution.

SECTION 4. That all acts of the officers, officials, agents and employees of the Issuer which are in conformity with the purposes and intent of this authorizing ordinance be, and the same hereby are, in all respects, approved, ratified and confirmed.

SECTION 5. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

SECTION 6. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded. This authorizing ordinance shall be in full force and effect upon its adoption as by law provided.

First Supplemental Indenture of Trust attached to this ordinance reads as follows:

First Supplemental Indenture Of Trust.

This First Supplemental Indenture of Trust, dated as of April 1, 1988 (the "First Supplemental Indenture"), between the City of Chicago, Illinois, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), and The First National Bank of Chicago, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, with its principal corporate trust office in Chicago, Illinois, as trustee (the "Trustee").

Witnesseth:

Whereas, the Issuer has issued its Multi-Family Housing Revenue Bonds (Waveland Associates Project), Series 1985-A through Series 1985-F (collectively, the "Bonds"), pursuant to an Indenture of Trust, dated as of November 1, 1985, between the Issuer and the Trustee (the "Indenture"); and

Whereas, a portion of the Bonds is still outstanding; and

Whereas, the Issuer and the Trustee have now determined that it is necessary and desirable to supplement the Indenture for purposes of granting to and conferring upon the Trustee, for the benefit of the registered owners of the Bonds, certain additional benefits, rights, remedies, powers and authorities which may be lawfully granted to and conferred upon the Trustee; and

Whereas, such supplement to the Indenture, in the judgment of the Trustee, has received the required consents of the registered owners of the Bonds;

Now, Therefore, in consideration of the premises and agreements herein set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I.

Definitions.

Words and terms which are defined in the Indenture shall have, when used herein, the same meanings therein ascribed to them unless the context of use indicates a different meaning or intent.

Article II.

Amendments Of The Indenture.

Section 2.01. Amendment of Article I of the Indenture. Article I of the Indenture is amended by adding the following definitions in the appropriate places:

"Confirmation" means Confirmation No. _____ issued by the Supplemental Bank on _____, 1988, for the benefit of the Trustee, or any extensions thereof, pursuant to which the Supplemental Bank confirmed Irrevocable Letter of Credit No. 57885 issued by Mellon Bank, N.A., on December 4, 1985, for the benefit of the Trustee. If a Substitute Confirmation is issued and delivered in accordance with Section 705A hereof, "Confirmation" shall mean such Substitute Confirmation, or any extension thereof, as the case may be.

"D.S.R. Letter of Credit" means Irrevocable Standby Letter of Credit No. _____ issued by the Supplemental Bank on _____, 1988, for the benefit of the Trustee, or any extensions thereof, pursuant to which the Supplemental Bank secures the obligations of Mellon Bank, N.A., under the Debt Service Reserve Fund Investment Agreement. If a Substitute D.S.R. Letter of Credit is issued and delivered in accordance with Section 705A hereof, "D.S.R. Letter of Credit" shall mean such Substitute D.S.R. Letter of Credit, or any extension thereof, as the case may be.

"Substitute Confirmation" means any substitute confirmation issued and delivered to the Trustee in accordance with Section 705A hereof.

"Substitute D.S.R. Letter of Credit" means any substitute letter of credit issued and delivered to the Trustee in accordance with Section 705A hereof.

"Substitute Supplemental Credit Enhancement" means, collectively, the Substitute Confirmation and the Substitute D.S.R. Letter of Credit.

"Supplemental Bank" means Deutsche Bank AG, acting through its New York Branch, in its capacity as issuer of the Supplemental Credit Enhancement, its successors in such capacity, and their assigns. If Substitute Supplemental Credit Enhancement has been issued and delivered in accordance with Section 705A hereof, "Supplemental Bank" shall mean the issuer of such Supplemental Credit Enhancement, its successors in such capacity, and their assigns.

"Supplemental Credit Enhancement" means, collectively, the Confirmation and the D.S.R. Letter of Credit.

Section 2.02. Amendment of Article III of the Indenture. Article III of the Indenture is amended by deleting Section 301(b)(iii) in its entirety and inserting in lieu thereof the following:

(iii) Mandatory Redemption from Amounts on Deposit in the Debt Service Reserve Fund. The Bonds of each series shall be subject to mandatory redemption in part on any date prior to their maturity at a redemption price equal to 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, from amounts on deposit in the Debt Reserve Fund if (a) upon the conversion of the interest rate on the Bonds to a Fixed Rate, the Debt Service Reserve Fund Requirement is adjusted downward in accordance with the provisions of this Indenture, or (b) the D.S.R. Letter of Credit is drawn upon in accordance with the provisions of Section 7.03A hereof.

Section 2.03. Amendment of Article IV of the Indenture. Article IV of the Indenture is amended by deleting Sections 402(a) and (b) in their entirety and inserting in lieu thereof the following:

(a) On the expiration date of each Rate Determination Period when the Bonds of any series bear interest at an Initial or Intermediate Rate, upon conversion of the Bonds of any series to an Intermediate or Fixed Rate when the Bonds of such series bear interest at a Variable Rate, or, subject to the right to retain ownership contained in Section 706A hereof, upon the stated expiration or earlier termination of any Supplemental Credit Enhancement, the Registered Owner of each Bond shall be required to tender such Bond to the Trustee for purchase, and sell such Bond either to the Trustee for the account of the Owner or to any third party designated by the Trustee. Each such date on which a Registered Owner is required to tender Bonds to the Trustee is referred to herein as a "Mandatory Tender Date."

(b) All Bonds (other than Bonds for which an election to retain ownership has been received in accordance with Section 706A hereof) shall be tendered by the Registered Owners thereof to the Trustee for purchase at or before the close of business on the third Business Day next preceding the Mandatory Tender Date, by delivering such Bonds to the Trustee at its Tender Office, together with an appropriate assignment (substantially in the form attached to the Bonds) duly executed in blank. If at any time the Trustee determines that resort to amounts on deposit in the Debt Service Reserve Fund may be required to pay the purchase price of Bonds to be tendered to the Trustee on any date, the Trustee shall give such notice as is required under the Debt Service Reserve Fund Investment Agreement (which notice shall be subject to revocation by the Trustee) in

order to receive sufficient funds to pay the purchase price of all Bonds that will be tendered to the Trustee on such day. On the Mandatory Tender Date, the Trustee shall purchase, or cause to be purchased, all Bonds (other than Bonds for which an election to retain ownership has been received in accordance with Section 706A hereof) at a purchase price equal to the principal amount thereof plus accrued interest to the Mandatory Tender Date. Funds for the payment of the purchase price of such Bonds shall be drawn by the Trustee from the Bond Purchase Fund as provided in Section 611 of this Indenture or, to the extent required, from the Debt Service Reserve Fund as provided in Section 614 of this Indenture.

Section 2.04. Addition of Article VIIA to the Indenture. Article VIIA is hereby added to the Indenture by the addition of the following after the end of Article VII of the Indenture:

Article VIIA.

Supplemental Credit Enhancement.

Section 701A. Delivery of Supplemental Credit Enhancement. The Supplemental Bank will deliver the Supplemental Credit Enhancement to the Trustee on _____, 1988. The Supplemental Credit Enhancement shall be held by the Trustee in trust in order to provide additional security for the Bonds, and the Trustee agrees to accept the Supplemental Credit Enhancement and to perform its obligations with respect thereto in accordance with the express terms and conditions of this First Supplemental Indenture and the Supplemental Credit Enhancement. The Trustee shall give notice to the Registered Owners of the Bonds, by first class mail, postage prepaid, of the delivery of such Supplemental Credit Enhancement, the conditions under which such Supplemental Credit Enhancement may be drawn upon, any change in the credit rating on the Bonds resulting from the delivery of such Supplemental Credit Enhancement, and the terms upon which such Supplemental Credit Enhancement may be terminated, extended or substituted for.

Section 702A. Confirmation Drawings. The Trustee shall draw moneys under the Confirmation only as follows:

(i) On the date any drawing is to be made under the Letter of Credit, in connection with a payment required to be made under Section 4.1 of the Agreement, and only if such drawing has been made on or before 11:00 A.M., Eastern time, and the Bank has failed to honor such drawing (and, in connection therewith, only if the Trustee has not been notified by the Bank that the reason for such dishonor is the Trustee's failure to make the drawing in conformance with the Letter of Credit) on or before 1:00 P.M., Eastern time, on the date of the drawing, the Trustee shall make a drawing under and in accordance with the Confirmation on or before 2:00 P.M., Eastern time, on such date so as to receive moneys thereunder in an amount equal to the amount attempted to be drawn, and wrongfully dishonored, under the Letter of Credit.

(ii) On the date any drawing is to be made under the Letter of Credit in order to pay the purchase price (including accrued interest) of all Bonds (other than Ownerheld Bonds) to be purchased on any Tender Date pursuant to Sections 401 or 402 of this Indenture, and only if such drawing has been made on or before 11:00 A.M., Eastern time, and the Bank failed to honor such drawing (and, in connection therewith, only if the Trustee has not been notified by the Bank that the reason for such dishonor is the Trustee's failure to make the drawing in conformance with the Letter of Credit) on or before 1:00 P.M., Eastern time, on the date of the drawing, the Trustee shall make a drawing under and in accordance with the Confirmation on or before 2:00 P.M., Eastern time, on such date in an amount equal to the amount attempted to be drawn, and wrongfully dishonored, under the Letter of Credit.

(iii) Upon the date any drawing is to be made under the Letter of Credit in connection with an acceleration of the Bonds pursuant to Section 1002 of this Indenture, and only if such drawing has been made on or before 11:00 A.M., Eastern time, and the Bank has failed to honor such drawing (and, in connection therewith, only if the Trustee has not been notified by the Bank that the reason for such dishonor is the Trustee's failure to make the drawing in conformance with the Letter of Credit) on or before 1:00 P.M., Eastern time, on the date of the drawing, the Trustee shall make a drawing under and in accordance with the Confirmation on or before 2:00 P.M., Eastern time, on such date in an amount equal to the amount attempted to be drawn, and wrongfully dishonored, under the Letter of Credit.

Section 703A. D.S.R. Letter of Credit Drawings. The Trustee shall draw moneys under the D.S.R. Letter of Credit on the date any withdrawal is to be made under the Debt Service Reserve Fund Investment Agreement pursuant to Section 614 hereof if the Bank fails to honor its obligations in connection therewith on or before 1:00 P.M., Eastern time, on the date of the withdrawal. Any such drawing by the Trustee shall be in an amount equal to the maximum amount available to be drawn under the D.S.R. Letter of Credit. In the event of a drawing under the D.S.R. Letter of Credit, the Trustee shall give notice to the Registered Owners of the Bonds, by first class mail, postage prepaid, that Mellon Bank, N.A., has failed to honor its obligations under the Debt Service Reserve Fund Investment Agreement, that as a result of such failure the Trustee has drawn the full amount available to be drawn under the D.S.R. Letter of Credit, and that as a result of such drawing the D.S.R. Letter of Credit has been terminated. The Trustee shall apply the proceeds of a drawing of the D.S.R. Letter of Credit as follows: (a) first, to the purpose for which a withdrawal under the Debt Service Reserve Fund Investment Agreement was attempted to be made pursuant to Section 614 hereof; and (b) second, to the mandatory redemption of the Bonds pursuant to Section 301(b)(iii) hereof.

Section 704A. Disposition of Moneys Drawn Under Supplemental Credit Enhancement. All amounts drawn under the Supplemental Credit Enhancement shall be applied as follows:

(a) Amounts drawn under the Confirmation pursuant to Section 702A(i) of this Indenture shall be deposited in the Letter of Credit Account of the Bond Fund, treated as proceeds of a drawing under the Letter of Credit, and applied as provided in Section 604 of this Indenture.

(b) Amounts drawn under the Confirmation pursuant to Section 702A(ii) of this Indenture shall be deposited in the Letter of Credit Account of the Bond Purchase Fund, treated as proceeds of a drawing under the Letter of Credit, and applied as provided in Section 611 of this Indenture.

(c) Amounts drawn under the Confirmation pursuant to Section 702A(iii) of this Indenture shall be deposited in the Letter of Credit Account of the Bond Fund, treated as proceeds of a drawing under the Letter of Credit, and applied as provided in Section 604 of this Indenture.

(d) Amounts drawn under the D.S.R. Letter of Credit pursuant to Section 703A of this Indenture shall be deposited in the Debt Service Reserve Fund, treated as proceeds of a withdrawal under the Debt Service Reserve Fund Investment Agreement, and applied as provided in Section 614 of this Indenture.

Any amount received under the Letter of Credit or the Debt Service Reserve Fund Investment Agreement following, and relating to, a drawing under the Confirmation or the D.S.R. Letter of Credit, respectively, shall be returned by the Trustee to the party from whom such amount was received.

Section 705A. Substitute Supplemental Credit Enhancement. If at any time there shall have been delivered to the Trustee Substitute Supplemental Credit Enhancement, together with evidence that such substitution will not (a) result in the reduction or withdrawal of the credit rating then appertaining to the Bonds, or (b) adversely affect the tax-exempt status of the Bonds, then the Trustee shall, should the terms and provisions of the then existing Supplemental Credit Enhancement (if any) not prohibit such, accept such Substitute Supplemental Credit Enhancement and promptly surrender the previously held Supplemental Credit Enhancement (if any) to the Issuer thereof for cancellation. In such event, the Trustee shall give notice to the Registered Owners of the Bonds, by first class mail, postage prepaid, of the delivery of such Substitute Supplemental Credit Enhancement, the conditions under which such Substitute Supplemental Credit Enhancement may be drawn upon, any change in the credit rating on the Bonds resulting from the delivery of such Substitute Supplemental Credit Enhancement, and the terms upon which such Substitute Supplemental Credit Enhancement may be terminated, extended or substituted for.

Section 706A. Failure to Honor; Termination; Mandatory Tender; Right to Retain Ownership.

(1) If at any time the Supplemental Bank should fail to honor in a timely manner any of the terms and provisions of the Supplemental Credit Enhancement, the Trustee shall give notice thereof to the Registered Owners of the Bonds by first class mail, postage prepaid.

(2) On or before a date thirty (30) days prior to the stated expiration of the Supplemental Credit Enhancement, and promptly upon receipt from the Supplemental Bank of written notice to the effect that an event of default has occurred under the agreement pursuant to which the Supplemental Credit Enhancement was issued, and that the Supplemental Bank desires, as a result thereof, to terminate the Supplemental

Credit Enhancement, the Trustee shall give notice to the Registered Owners of the Bonds, by first class mail, postage prepaid, that the Supplemental Credit Enhancement will expire or terminate, specifying the Mandatory Tender Date upon which Bonds must be tendered for purchase pursuant to Section 402 of this Indenture, and any change in the credit rating on the Bonds resulting from the expiration or termination of the Supplemental Credit Enhancement. Upon receipt of any such notice from the Supplemental Bank, the Trustee shall notify the Bank.

(3) The Trustee shall include in the notice to the Registered Owners of the Bonds required to be given pursuant to paragraph (2) above, a statement to the effect that the Registered Owners of the Bonds have the right to elect to retain ownership of their Bonds subsequent to the Mandatory Tender Date specified in such notice by following the procedure set forth below (which procedures shall also be set forth in the notice). Each election to retain ownership shall be irrevocable and must be received by the Trustee on or before a date ten (10) days prior to the Mandatory Tender Date, and must state, in substance, that (a) the Registered Owner acknowledges receipt of the Trustee's notice described above, and of the events to occur as a result thereof, and (b) the Registered Owner desires to retain ownership of such Bond (identified by number and principal amount) subsequent to the stated Mandatory Tender Date. All Registered Owners not delivering to the Trustee, in a timely manner, an election to retain ownership, as described above, will be required, in accordance with Section 402 hereof, to tender their Bonds for purchase on the stated Mandatory Tender Date.

Section 2.05. Amendment of Article X of the Indenture. Article X of the Indenture is amended by deleting Section 1001(f) in its entirety and inserting in lieu thereof the following:

(f) The Bank shall fail to honor a drawing under the Letter of Credit, or Mellon Bank, N.A., shall fail to honor a withdrawal under the Debt Service Reserve Fund Investment Agreement, and, as long as the Supplemental Credit Enhancement is in effect, the Supplemental Bank shall fail to honor a drawing under the Supplemental Credit Enhancement.

Article III.

Miscellaneous Provisions.

Section 3.01. Ratification. In all respects not inconsistent with the terms and provisions of this First Supplemental Indenture, the Indenture is hereby ratified, approved and confirmed. In executing and delivering this First Supplemental Indenture, the Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Indenture.

Section 3.02. Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.03. Applicable Law. This First Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Illinois.

Section 3.04. Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 3.05. Captions. The captions or headings of this First Supplemental Indenture are for convenience of reference only, and in no way define, limit or describe the scope or intent or any provisions or sections of this Indenture.

Section 3.06. Limitation on Liability. Nothing in this First Supplemental Indenture shall give rise to any pecuniary liability of the Issuer nor any charge against its general credit or taxing power. No recourse shall be had for any claim based hereon against any past, present or future officer, employee or agent, or member of the City Council, of the Issuer or any successor to the Issuer, either directly or through the Issuer or any successor to the Issuer, under any rule of law or equity, statute or constitution.

In Witness Whereof, the Issuer has caused this First Supplemental Indenture to be executed on its behalf by its Comptroller and attested by its City Clerk, and the official seal of the Issuer to be hereon impressed, and the Trustee, to evidence its acceptance of the powers and duties created hereunder, has caused this First Supplemental Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereon impressed and duly attested, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

REPLACEMENT OF LOAN SERVICER FOR 1982 AND 1984
SINGLE-FAMILY HOUSING REVENUE BONDS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller or the Commissioner of the Department of Housing to consent to the replacement of loan servicer for the 1982 and 1984 Single-Family Revenue Bonds from The First National Bank of Chicago to the Universal Savings Bank.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Madrzyk, Mell, Kotlarz -- 3.

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

The following is said ordinance as passed:

WHEREAS, In December 1982 and in December 1984 the City of Chicago issued \$31,075,000 aggregate principal amount of its Single-Family Mortgage Revenue Bonds, 1982 Series A and \$112,724,310.95 aggregate principal amount of its Single-Family Mortgage Revenue Bonds, 1984 Series A, respectively (collectively, the "Bonds") pursuant to separate Trust Indentures, one dated as of November 1, 1982 and the other dated as of November 1, 1984 (collectively, the "Indentures"), each by and between the City and Continental Illinois National Bank and Trust Company of Chicago, as Trustee (the "Trustee"); and

WHEREAS, A substantial portion of the proceeds received from the sale of each issue of the Bonds were used to purchase home mortgages meeting certain specified requirements (the "Mortgages") from various lending institutions (the "participants") pursuant to substantially similar Mortgage Origination Agreements dated as of November 1, 1982 and November 1, 1984, respectively (collectively, the "Origination Agreements") between the City and each of the Participants; and

WHEREAS, Payments received with respect to the Mortgages originated pursuant to the 1982 Origination Agreement are pledged (together with other moneys and rights) to pay the 1982 Bonds and the Mortgages are to be serviced pursuant to a Master Servicing Agreement dated as of November 1, 1982 (the "Master Servicing Agreement") between the City and The First National Bank of Chicago (the "Original Servicer"); and

WHEREAS, Payments received with respect to the Mortgages originated pursuant to the 1984 Origination Agreement are pledged (together with other moneys and rights) to pay the 1984 Bonds and the Mortgages are to be serviced pursuant to a Master Servicing Agreement dated as of November 1, 1984 (the "Master Servicing Agreement") between the City and the Original Servicer; and

WHEREAS, The Original Servicer wants to assign all of its obligations, rights and duties under each of the Master Servicing Agreements to Universal Savings Bank, F.A. (the "New Master Servicer") in accordance with Section 4.01(g) of each of the Master Servicing Agreements and the Trustee has consented to such action; and

WHEREAS, The City's consent is required with respect to such assignment and it is appropriate for the City to consent to the assignment; now, therefore,

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

SECTION 1. The form of the Consent Agreement by and between the Original Servicer and the New Servicer which has been presented to the City and which is attached to this ordinance as Exhibit "A", is hereby approved and the City hereby authorizes the City Comptroller or the Commissioner of the Department of Housing to consent to its execution and delivery in substantially the form presented to this meeting with such changes therein as shall be approved by the official executing such consent, such execution and delivery to be conclusive evidence of such approval.

SECTION 2. This ordinance shall become effective immediately upon its passage.

Exhibit "A" (Consent Agreement) attached to this ordinance reads as follows:

Exhibit "A".

Consent Agreement.

This Agreement made and entered into as of the _____ day of _____, 1988, by and among The First National Bank of Chicago (the "Bank"), and Continental Illinois National Bank & Trust Company of Chicago (the "Trustee"), and the City of Chicago (the "City"), and Universal Savings Bank, F.A. ("U.S.B.").

Witnesseth:

Whereas, the Bank, the City and the Trustee entered into two Master Servicing Agreements, one dated as of November 1, 1982, whereunder the Bank is servicing certain mortgage loans pursuant to the City's Single-Family Mortgage Revenue Bonds, 1982 Series A Program, and the other Master Servicing Agreement dated as of November 1, 1984, whereunder the Bank is servicing certain mortgage loans pursuant to the City's Single-Family Mortgage Revenue Bonds, 1984 Series A Program (hereinafter the two aforescribed Master Servicing Agreements are collectively referred to as the "Master Servicing Agreements"); and

Whereas, the Bank and U.S.B. entered into a certain Purchase and Sale Agreement whereby the Bank is to assign, transfer and convey to U.S.B. all of its right, title and interest in and to the Master Servicing Agreements ("Purchase and Sale Agreement"); and

Whereas, the Bank can assign its right, title and interest in and to the Master Servicing Agreements only with the prior written consent of the City and the Trustee;

Now, Therefore, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City and the Trustee do hereby consent to the transfer, conveyance and assignment of all of the Bank's right, title and interest in and to the Master Servicing Agreements to U.S.B.

2. The City and the Trustee represent and warrant as follows:

(a) That true and correct copies of the Master Servicing Agreements are attached hereto as Exhibits A and B, and that there are no written alterations, changes or amendments to such Master Servicing Agreements other than as set forth in Exhibits A and B; the City and the Trustee expect that the Mortgage Loans will be serviced by U.S.B. in substantially the same manner and pursuant to substantially similar procedures as have been applied by the Bank and that U.S.B. has made inquiry of the Bank with respect thereto;

(b) That the Master Servicing Agreements are in full force and effect and, to the best of the City's and Trustee's knowledge, none of the parties thereto are in default under any of the terms or conditions of said Master Servicing Agreements; and

(c) That any and all fees or payments, or other remuneration due the Trustee and/or the City under the Master Servicing Agreements have been paid in full, and there are no outstanding fees, compensation or other remuneration due and owing to either the City or the Trustee under the Master Servicing Agreements.

3. U.S.B. agrees to abide by all of the obligations of the Bank under each of the Master Servicing Agreements from and after the Closing Date as defined in the Purchase and Sale Agreement. U.S.B. acknowledges that the Single Family Mortgage Revenue Bonds, 1982 Series A and 1984 Series A are payable from moneys received from the mortgages being serviced pursuant to the respective Master Servicing Agreements and that the timely payment of principal and interest on the Bonds depends in part upon the fulfillment of the obligations of the Master Servicer pursuant to the Master Servicing Agreements.

4. Effective as of the Closing Date the City and Trustee release the Bank from any further obligations under the Master Servicing Agreements provided, however, that the City and Trustee do not release the Bank from and the Bank shall remain liable for performance of all of its obligations required of it under the terms of the Master Servicing Agreements which are to be performed by the Bank on or before the Closing Date.

5. The Trustee and the City understand and agree that U.S.B. shall not be responsible for any of the obligations of the Bank under the Master Servicing Agreements to be performed on or before the Closing Date and, therefore, U.S.B. shall not be liable to the City or the Trustee for any failure to perform or breach of any of the terms of the Master Servicing Agreements occurring on or prior to the Closing Date.

6. In order to induce the Trustee and the City to execute and deliver this Consent, the Bank agrees to and shall indemnify and save harmless and defend the City and the Trustee against any and all debts, losses, claims, demands, costs and expenses whatsoever (including reasonable attorneys' fees) incurred by them, or either of them, or by the owners of any of the Single Family Mortgage Revenue Bonds, 1982 Series A or 1984 Series A of the City resulting from, arising out of, or in any manner whatsoever occasioned by:

(a) the execution and delivery by the Bank or the City of the Consent; or

(b) any failure of Bank to fully perform all of its obligations under the Servicing Agreements on or before the date of Closing (as defined in the Purchase and Sale Agreement); or

(c) the servicing of the Servicing Portfolio (as defined in the Purchase and Sale Agreement) by the Bank on or before the Closing Date.

7. Whenever the term Closing Date is used herein it shall have the same meaning as it has under the Purchase and Sale Agreement.

In Witness Whereof, the undersigned parties have set their hands and seals effective the date first written above.

[Signature forms omitted for printing purposes.]

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN
SETTLEMENT AGREEMENT OR ENTER INTO
CONSENT ORDER.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement or consent order in a lawsuit entitled *Davis Carter v. City of Chicago*, 80 L 9082, in the amount of \$200,000.00.

On motion of Alderman T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS
AND LICENSE FEE EXEMPTIONS FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred (March 9 and April 20, 1988) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman T. Evans, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

Avalon Park Community Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Avalon Park Community Church, 8100 South Dante Avenue, for the demolition of and cutting off the water on the premises known as 8106 South Dante Avenue.

Said building shall be used exclusively for _____ and _____ 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.

Bethel New Life, Incorporated.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethel New Life, Incorporated, 367 North Karlov Avenue, for construction of five attached units of low-income housing on the premises known as 301--309 South Springfield Avenue.

Said building shall be used exclusively for low-income housing and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Chicago City Day School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Chicago City Day School, for construction of steel and brick facility, exstg. 3 sty. struct. w/inter. remod. exstg. spc., on the premises known as 541 West Hawthorne Place.

Said building shall be used exclusively for _____ and _____ 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.

Fuller Elementary School.

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

SECTION. 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Fuller Elementary School, for construction and rehabilitation work, on the premises known as 4214 South St. Lawrence Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Jewish Federation Of Metropolitan Chicago.

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

SECTION. 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Jewish Federation of Metropolitan Chicago, 1 South Franklin Street, for the renovation of the Bernard Horwich Jewish Community Center and construction of driveways, on the premises known as 3003 West Touhy Avenue.

Said building shall be used exclusively for community 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.

Playwrights' Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Playwrights' Center, for inspectional services fee, on the premises known as 222 West North Avenue.

Said building shall be used for theater arts 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.

Schwab Rehabilitation Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Schwab Rehabilitation Center, for a remodeling project, on the premises known as 1401 South California Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Soul Winners Outreach Church Of
Deliverance.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Soul Winners

Outreach Church of Deliverance for sewer repairs, on the premises known as 750 West 90th Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS.

Home.

Casa Central.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Casa Central, 1401 North California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1988.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

Hospital.

Saint Elizabeth Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1988:

Saint Elizabeth Hospital
1431 North Claremont Avenue.

SECTION 2. This ordinance shall be in force from and after its passage.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance, to which had been referred on April 20, 1988, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

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 No. And Type Of Inspection	Amount
Japanese American Service Committee	A1-504194	\$30.00
4427 North Clark Street	A1-413657 (Elev.)	30.00
Schwab Rehabilitation Center	F2-800160	10.00
1401 South California Avenue	(Fire Alarm Box)	

On motion of Alderman T. Evans, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

INSTALLATION OF ALLEY LIGHT AT 6343 NORTH
MERRIMAC AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at 6343 North Merrimac Avenue.

On motion of Alderman T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

CANCELLATION OF ELECTRICAL PERMIT FEE FOR
INSTALLATION OF POLE LIGHTS ON
2600 BLOCK OF SOUTH
KOLIN AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the City Comptroller is hereby authorized and directed to cancel electrical permit fees for the installation of private property pole lights for the Neighbors of Kolin Block Club, 2600 block of South Kolin Avenue.

On motion of Alderman T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND
FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman T. Evans, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

(Continued on page 12513)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/27/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BAUGHNS	POLICE OFFICER	RECRUIT TRAINING	9/05/87	45.00
BEAZLEY	POLICE OFFICER	PERSONNEL DIVISION	2/01/78	2232.00
BIGDEN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/01/88	1422.42
BORKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/06/84	360.00
CAMPBELL	POLICE OFFICER	THIRD DISTRICT	8/27/82	35.00
CORCORAN	POLICE OFFICER	RECRUIT TRAINING	10/27/86	112.00
DELUCA	POLICE OFFICER	NINTH DISTRICT	11/27/87	200.00
DEMARCO	POLICE OFFICER	SIXTEENTH DISTRICT	11/05/87	63.75
DESJARDINS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/16/87	71.50
DIXON	POLICE OFFICER	FIFTH DISTRICT	11/29/87	319.75
DOLAN	POLICE OFFICER	TWENTIETH DISTRICT	11/02/87	35.00
DOWNS	POLICE OFFICER	ELEVENTH DISTRICT	11/21/87	269.50
DUNIGAN	POLICE OFFICER	SEVENTH DISTRICT	11/13/87	120.00
DUNNE	POLICE OFFICER	CHARE LAW ENFORCEMENT	11/29/87	106.50
EFICH	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/15/87	347.00
ERKLIN	POLICE OFFICER	EIGHTH DISTRICT	11/28/87	187.50
ESPARZA	POLICE OFFICER	ELEVENTH DISTRICT	8/15/87	44.00
ESPPOSITO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/17/87	114.25
FINOCCHIO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/06/87	15.00
FLORES	POLICE OFFICER	FOURTEENTH DISTRICT	11/26/87	112.75
FOLINAZZO	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/19/80	80.00
FRENCH	POLICE OFFICER	SIXTEENTH DISTRICT	11/23/87	417.75
GALBRETH-MODICA	POLICE OFFICER	FIFTEENTH DISTRICT	11/28/87	118.50
GLEASON	POLICE OFFICER	FOURTH DISTRICT	11/04/87	82.85
GOGLIOTT	POLICE OFFICER	FIFTEENTH DISTRICT	11/23/87	84.00
GONZALES	POLICE OFFICER	TWELFTH DISTRICT	2/10/87	170.00
GORDON	POLICE OFFICER	THIRD DISTRICT	12/17/69	45.00
GRANDSART	POLICE OFFICER	NINETEENTH DISTRICT	11/03/87	41.25
HART	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/11/87	183.50
HUBER	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	10/19/87	92.39
HUELS	POLICE OFFICER	NINTH DISTRICT	11/10/87	51.00
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	541.80
JACKSON	POLICE OFFICER	SEVENTH DISTRICT	11/05/87	98.85
JAGLOWSKI	POLICE OFFICER	YOUTH DIVISION AREA FOUR	11/13/87	310.00
JOHNSON	POLICE OFFICER	RECRUIT TRAINING	11/14/87	146.00
JOHNSON	POLICE OFFICER	TWENTIETH DISTRICT	11/08/87	70.75
KLEBA	POLICE OFFICER	CHARE LAW ENFORCEMENT	11/29/87	154.00
KOLASINSKI	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERT	10/10/87	5627.21
KROK	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/01/87	174.00
KROK	POLICE OFFICER	RECRUIT TRAINING	11/10/87	265.50
KWASINSKI	POLICE OFFICER	ELEVENTH DISTRICT	11/05/87	154.00
MARTIN	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	10/29/87	404.75
MATURA	POLICE OFFICER	RECRUIT TRAINING	11/14/87	47.00
MCCAFFERTY	POLICE OFFICER	NINTH DISTRICT	11/03/87	48.50
MCMAHON	POLICE OFFICER	NINTH DISTRICT	11/23/87	114.00
MCMEEL	POLICE OFFICER	TENTH DISTRICT	11/19/87	167.40
MITZELFELD	POLICE OFFICER	SIXTEENTH DISTRICT	11/23/87	105.00
MOSE	POLICE OFFICER	SIXTH DISTRICT	11/27/87	106.50
MYLES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/11/87	186.00

4/27/88

REPORTS OF COMMITTEES

12511

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/27/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NELSON	POLICE OFFICER	ELEVENTH DISTRICT	7/24/87	83.00
DERIEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/16/84	315.00
PLACEK	POLICE OFFICER	SIXTH DISTRICT	2/23/85	7259.23
BIRD	FIREFIGHTER	TRUCK 21	7/17/87	5414.46
BOATNER	FIREFIGHTER	ENGINE COMPANY 73	4/14/87	6317.85
COCO	FIREFIGHTER	TRUCK 21	11/20/86	115.00
CRAWFORD	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	7/20/87	3433.80
MORENO	FIREFIGHTER	UNKNOWN	6/17/87	1939.05
OLSEN	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	2/08/87	120.00
FENITEK	FIREFIGHTER	ENGINE COMPANY 9B	2/08/87	4212.80
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	2353.80

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/27/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BURNS	POLICE OFFICER	ENFORCEMENT SECTION	4/30/83	185.00
KUZAK	POLICE OFFICER	TWENTIETH DISTRICT	11/28/87	202.00
TEANE	POLICE OFFICER	TWENTIETH DISTRICT	11/28/87	170.00
DUAR	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	8/18/84	25.00
DUFFY	LIEUTENANT	PUBLIC HOUSING DIVISION-SOUTH	12/16/83	1154.00
FORGUE	POLICE OFFICER	FOURTH DISTRICT	11/16/87	508.00
GANZER	POLICE OFFICER	CANINE UNIT	11/29/87	61.00
GILLESPIE	POLICE OFFICER	FOURTEENTH DISTRICT	11/01/87	584.50
GOMEZ	POLICE OFFICER	FOURTH DISTRICT	11/14/87	274.00
GRICKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/21/87	69.20
HAYNEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/11/87	337.50
JIMINEZ	POLICE OFFICER	RECRUIT TRAINING	11/16/87	657.00
KROCKA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/14/87	119.50
MAURIELLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/21/87	157.00
MCGUIRE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/19/87	1387.45
MERTIC	POLICE OFFICER	TENTH DISTRICT	11/16/87	42.00
MILLER	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/83	130.00
MIRANDA	POLICE OFFICER	ELEVENTH DISTRICT	11/02/87	131.00
MOORE JR	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/05/87	51.00
MOYLAN	POLICE OFFICER	NINTH DISTRICT	11/23/87	46.00
NATHANIEL	POLICE OFFICER	SEVENTH DISTRICT	11/07/87	331.00
PALUCH	POLICE OFFICER	DETAIL UNIT	9/20/87	96.00
RADKA	POLICE OFFICER	ELEVENTH DISTRICT	8/05/87	65.00
TERRY	POLICE OFFICER	ELEVENTH DISTRICT	10/26/87	65.00
TOBIAS	POLICE OFFICER	RECRUIT TRAINING	8/05/87	65.00
TURNER	POLICE OFFICER	ELEVENTH DISTRICT	10/26/87	339.50
JEKOT	PARAMEDIC	DISTRICT RELIEF 1	9/08/84	2771.13
WSOL	FIREFIGHTER	ENGINE COMPANY 124	12/01/86	149.00

(Continued from page 12509)

[Regular orders printed on pages 12510 through 12511
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 the 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 damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on page 12612
of this Journal.]

Action Deferred -- ISSUANCE OF GENERAL OBLIGATION
TENDER NOTES, SERIES 1988C.

The Committee on Finance submitted the following report, which was, on motion of Alderman Burke and Alderman Madrzyk, *Deferred* and ordered published:

CHICAGO, April 27, 1988.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance from the Office of the Mayor authorizing the issuance of General Obligation Tender Notes, Series 1988 "C" of the City of Chicago, 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) TIMOTHY C. EVANS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

*An Ordinance Providing For The Issuance Of General
Obligation Tender Notes, Series 1988C,
Of The City Of Chicago, Illinois.*

* * *

Preamble.

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 determined that it is desirable and in the public interest of the City to issue notes of the City to finance the acquisition of necessary equipment for 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 hearing 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 finds that all of the recitals contained in the preamble to this

ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. Definitions. The terms defined in the form of Trust Indenture attached hereto as Exhibit "B" (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 moneys for the purposes provided in the preamble hereof, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this ordinance and the Indenture, in an aggregate principal amount determined as provided hereunder, payable as to principal and interest from the sources indicated in Section 3(d) of this ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988C" (the "Notes" or "Series 1988C Notes"). The Notes shall be dated, bear interest at such rate or rates (whether fixed to maturity or variable) not to exceed 12% per annum, mature, be subject to payment, redemption and purchase, be of the form and be secured as provided in the Indenture for Series 1988C Notes.

(b) The Notes shall be issued in the principal amount of \$37,000,000, maturing on October 31, 1992, for the purpose of acquiring certain capital equipment more fully described in Exhibit "A" attached hereto and made a part hereof by this reference, and shall mature or become subject to mandatory redemption, as shall be determined by the Comptroller at the time of sale of the Series 1988C Notes, on October 31 of each of the years and in the amounts as follows:

Year	Amount
1991	\$3,000,000
1992	\$34,000,000

(c) Solely to permit the various Series 1988C Notes issued hereunder to have varying interest rate determination methods, any Series 1988C Notes issued hereunder may be issued and sold as one or more sub-series, each of which shall be (A) in the principal amount of not less than \$10,000,000, (B) deemed to be a "Series" under this ordinance and the Indenture only for establishing and maintaining an interest rate determination method for such Notes and (C) identified by a number following the Series designation from 1 upward (i.e. Series 1988C - 1, etc.).

(d) Each 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.

Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose and there are hereby appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purpose.

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

SECTION 4. Proceeds of the Notes. The proceeds from the sale of the Series 1988C Notes shall be deposited in the appropriate funds of the City and are appropriated for and shall be used for the purpose of acquiring capital equipment as provided for in Section 3(b) hereof. Investment income earned on undisbursed proceeds from the sale of the Series 1988C Notes may be used at the discretion of the Budget Director of the City for the purpose of acquiring capital equipment, in addition to the equipment referred to or described in Exhibit "A" hereto, for which the City Council has made a prior appropriation.

SECTION 5. Levy of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1988C Notes or for the Payment of the Series 1988C Notes. For the purpose of providing the funds required from May 1, 1990, to reimburse the Bank for the payment of drawings to pay the principal of and interest (calculated at 6% per annum) on the Series 1988C Notes promptly as the same become due at maturity, or to pay the principal and interest on the Series 1988C Notes if the Bank has failed to honor a proper draw under the Letter of Credit 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:	
1989	\$2,220,000.00	for interest from May 1, 1990 to April 30, 1991
1990	\$5,136,328.77	for interest and principal
1991	\$35,119,123.29	for interest and principal

The City Treasurer is hereby ordered and directed to deposit the proceeds of the taxes levied pursuant to this Section 5 into the Series 1988C Notes Account of the Note Fund.

SECTION 6. 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 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 1989, to and including 1991, to extend the taxes levied pursuant to Section 5 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 7. Sale and Delivery of the Notes. (a) The Series 1988C Notes shall be sold and delivered to a group of underwriters led by Shearson Lehman Hutton, Grigsby, Brandford & Co., Inc. and The First National Bank of Chicago (the "Underwriters") subject to the terms and conditions of a contract of purchase related thereto. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed 0.5% of the principal amount of the Notes being sold. All or a portion of the 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 Comptroller shall be authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture and to deliver any certificates required of the City in connection with such separate sale.

The sale and delivery of all or a portion of any Series, or combination of Series, of Notes shall be authorized by the Comptroller pursuant to one or more contracts of purchase as described above, which contract or contracts shall be approved by the Chairman of the Committee on Finance of the City Council.

(b) Subsequent to the sale of any Notes, the Comptroller 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, (ii) the initial interest rate determination method or methods for such Notes and the initial interest rates determined within each such interest rate determination method, and (iii) the compensation paid to the Underwriters in connection with such sale. An executed copy of the Indenture providing for the issuance of the Notes and an executed copy of the contract of purchase and the disclosure document relating to such Notes shall be attached to each such notification of sale.

(c) In connection with any sale of Notes, the Mayor or the City Comptroller are hereby authorized to execute and deliver 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 accurately describe the current condition of the City and the parties to the financing.

(d) The Registrar shall be authorized to authenticate and deliver each Series of Notes at the initial delivery of such Series upon telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of such Notes have been satisfied.

SECTION 8. Appointment of Trustee, Registrar and Paying Agent; Authorization of Indenture. The City hereby authorizes the Comptroller to appoint the Trustee, the Registrar and the Paying Agent 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 the Indenture. The acceptance of the Paying Agent and the Registrar shall be evidenced by its execution of an acceptance of such duties. The Mayor or the Comptroller are hereby authorized to execute an Indenture in connection with the issuance of the Notes or any Series of Notes, each such Indenture to be in the form of Exhibit "B"

attached hereto and to contain such provisions as are set forth therein with respect to Series 1988C Notes, but with such revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of any such Notes. The final form of each such Indenture shall be executed on behalf of the City by the Mayor or the Comptroller, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk.

SECTION 9. Remarketing Agent. The City hereby authorizes the Comptroller 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 .25% of the average principal amount of Notes covered by such Remarketing Agreement outstanding during such annual period.

SECTION 10. The Bank. The City hereby authorizes the Comptroller to obtain a Letter of Credit for any Series of Notes if determined by the Comptroller to be desirable in connection with the marketing and remarketing of the Notes; provided, however, that any Series of Notes bearing interest at other than a fixed rate to maturity shall be secured by a Letter of Credit. The Comptroller is hereby further authorized to (i) appoint the Bank to issue such Letter of Credit; (ii) execute and deliver a Reimbursement Agreement relating to any Notes so secured; and (iii) execute and deliver a Letter of Credit Note in connection with the execution and delivery of any such Reimbursement Agreement. The annual fee paid to any Bank for the provision of a Letter of Credit shall not exceed .25% of the amount available to be drawn under such Letter of Credit.

Any Letter of Credit 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. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose. Any Letter of Credit Note shall bear interest at a rate not exceeding 25% per annum.

In appointing the Bank pursuant to this Section 10, the Comptroller must select a banking corporation or association that will cause the Notes to bear one or the two highest short-term ratings available from Moody's and S & P, or one of them in the event that the Notes are not to be rated by both.

SECTION 11. Note Insurance. The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes.

SECTION 12. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse any Bank appointed pursuant to the provisions of Section 10 hereof at the times and in the amounts as provided in the related Reimbursement Agreement, (b) pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit or the Notes bear interest at a fixed rate to maturity and no Bank has been so appointed, and (c) pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar 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, 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.

In the event that proceeds of the taxes levied hereunder are not available in time to make any payments when due under the Notes or any related Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Notes or such Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement 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 Reimbursement Agreement and the related Letter of Credit Note as the same become due.

SECTION 13. Counterparts. This ordinance 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 ordinance.

SECTION 14. 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. 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 15. Publication. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 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.

Exhibits A and B attached to this ordinance read as follows:

Exhibit "A".

*Office Of Budget And Management
1988 Capital Equipment Note.*

Department/Item

Amount

1. Budget and Management
 - a. Vehicles (For the replacement of vehicles previously identified on "the Projected Automobile List - 1988", attached as Schedule A1 to the 1988 Annual

Department/Item	Amount
Appropriation Ordinance, which sets forth the total number of vehicles authorized for City departments for fiscal year 1988.)	\$500,000
b. Data Processing/Equipment/Furniture	<u>1,511,645</u>
Subtotal Budget	\$2,011,645
2. City Council/Finance Committee	\$250,000
3. Comptroller's Office	
a. C.A.P's Finalization and Transition to M.I.S.	\$4,664,000
b. Payroll System Modification	<u>1,856,000</u>
Subtotal Comptroller	\$6,520,000
4. Management Information Services	
a. Computer Storage	\$160,000
b. 3090-180E Mainframe	<u>3,037,000</u>
Subtotal M.I.S.	\$3,197,000
5. Fire Department	
a. Vehicles	
2 110-foot Aerial Ladders	\$620,000
4 1,250 GPM Pumpers	640,000
20 Ambulances	700,000
14 Sedans	216,000
1 Rehab 100-foot Aerial Ladder	175,000
3 Rehab 1,250 GPM Pumpers	240,000
1 Respiratory Compressor	50,000
Haz-Mat Equipment	30,000
1 Squad/Snorkel	<u>310,000</u>
Subtotal Vehicles	\$2,981,000
b. Equipment	
Mobile Radios - EMS	\$107,000
Mobile Transceivers	<u>526,000</u>
Subtotal Equipment	<u>\$633,000</u>
Subtotal Fire	\$3,614,000

Department/Item	Amount
6. General Services	
a. Furniture/Copier/Data Processing Equipment	<u>\$101,000</u>
Subtotal Furniture/ Data Processing	\$101,000
b. Machinery and Equipment	
4 1 Ton Freight Trucks	\$92,000
4 Four Wheel Drive Vehicles	60,000
3 Arc Welders	4,240
1 Lincoln Welder	2,000
1 Arc Plasma Welder	6,000
2 10 ton Porta Power	3,500
1 Table Saw	3,400
2 Air Conditioning Service Units	2,000
Automotive Hoist	6,500
Fork Lift	<u>25,000</u>
Subtotal Machinery and Equipment	\$204,640
c. Vehicles	
Tow Trucks	\$811,000
5 Pool Cars	54,320
8 Vehicles	<u>89,220</u>
Subtotal Vehicles	\$954,540
d. Elevators	<u>\$1,000,000</u>
Subtotal General Services	\$2,260,180
7. Graphics and Reproduction	
a. Press and Film Processing Equipment	\$112,000
8. Health Department	
a. Data Processing Equipment	\$18,000
b. Furniture and Equipment	<u>91,500</u>
Subtotal Health	\$109,500
9. Human Services	
a. Vehicles: 3 Pick-up Trucks and 1 14-foot Long Body Truck	\$70,000

Department/Item	Amount
10. Inquiry and Information	
a. Call Management System	\$15,000
11. Inspectional Services	
a. Commissioner's Vehicle	\$11,500
b. Data Processing Equipment	17,400
c. Camera/Film Processing	<u>24,000</u>
Subtotal Inspectional Services	\$52,900
12. Landmarks Commission	
a. Copier	\$9,800
13. Law Department	
a. Computerization for Litigation Docketing System	\$15,000
14. Municipal Reference Library	
a. Data Processing Equipment and Microfilmer	\$15,700
15. Personnel Department	
a. Synchronous Controller	\$8,000
b. Disk Storage File	125,000
c. Work Station	<u>50,000</u>
Subtotal Personnel	\$183,000
16. Planning Department	
a. Data Processing Equipment	\$10,000
17. Police Department	
a. Vehicles	
293 Marked Cars	\$3,960,015
115 Unmarked	1,328,492
60 Unmarked Special	702,338
5 Marked Station Wagons	67,367
5 Special Unmarked (Dept. Supt.)	60,677
- Manuals (Parts and Service)	461
30 Squadrol Cab and Chassis	420,000
20 Used Cars	140,000
10 3 Wheel Cycles	80,000
5 Blazers	85,000

Department/Item	Amount
1 Bomb and Arson Vehicle	80,000
1 Fork Lift	<u>15,000</u>
Subtotal Vehicles	\$6,939,350
b. Machinery and Equipment	
Television Monitors	\$56,250
Communication Equipment	700,000
Portable Radios	480,000
Brake Repair Vacuums	20,000
Computer Equipment	36,900
Stairmaster Machine	6,000
Self Contained Humidifiers	15,000
Boiler Room Equipment	12,000
ISO-Electric Focusing Unit	7,500
Datascope	6,000
Spectrum Monitor	8,000
Alarm System	10,000
Main Air Compressor	10,000
Glass	3,000
Garage Door Partition	5,000
Composition Computer	15,000
Facsimile Machines	<u>170,000</u>
Subtotal Machinery and Equipment	<u>\$1,560,650</u>
Subtotal Police	\$8,500,000
18. Public Works Department	
a. Vehicles	
Passenger Cart (Plumbing)	\$7,000
1 15 Ton Hauler Stake w/Tandem Axle	50,000
1 Diesel Compressor, 600 CFM, 106 HP	46,000
2 Welder Arc/400 AMP/Diesel Powered (Ironworkers)	10,300
1 Tractor with 40 Ton Flat Bed Trailer	<u>99,000</u>
Subtotal Vehicles	\$212,300
b. Data Processing Equipment	<u>\$35,000</u>
Subtotal Public Works	\$247,300

Department/Item	Amount
19. Revenue Department	
a. Billings, Collections and Tax Administration	
1 CRT Terminal	\$3,000
5 Personal Computers and 3 Printers	21,400
1 Optical Scanner	<u>80,000</u>
Subtotal Billings, Collections and Tax Administration	\$104,400
b. Administrative and Technical Services	
1 UNISYS V310	\$325,000
6 IBM Terminals, 3 Network Controllers, 8 Modems and 1 Adapter	101,800
6 IBM Personal Computers, 4 Printers	24,400
Xerox No. 1090	60,000
Microfilm Machine	<u>25,000</u>
Subtotal Administrative and Technical Services	\$536,200
c. Administrative Adjudication	
2 Scanner S 4000's	\$125,000
2 IBM PC-XT with Laser Printer Display Terminal with Modem and Data Circuit	8,000
Xerox No. 1090	6,400
50 Vehicle Immobilization Devices	60,000
4 Tow Trucks	15,000
6 Cargo Vans	140,000
2 Microfilm Reader/Printers	84,000
2 Ticket Counters	20,000
	<u>5,050</u>
Subtotal Administrative Adjudication	\$463,450
d. Parking Administration	
4 IBM PC-XT's with Color Display Terminals, Color Card Printer Ports and Software	\$17,400
4 Print Display Calculators	7,000
Radio Base Station	<u>50,000</u>
Subtotal Parking	

Department/Item	Amount
Administration	\$74,400
e. On Street Parking	
Mechanism 10/25 per hour	\$246,558
Mechanism 10 hour	150,000
VIP 80 Housing	150,000
VIP 80 Domes	150,000
VIP 80 New Meters	760,000
Cap screws, pipe, sleeves, spikes	
and bolts for repair	51,232
20 Walkie Talkies/Charges	7,860
30 Master Canisters	11,700
Spray Booth with Fan/Compressor/	
Hose Tips	<u>4,200</u>
Subtotal on Street Parking	<u>\$1,531,550</u>
f. Billings, Collections and Tax	
Administration	
Microfilm Reader/Printer	<u>\$10,000</u>
Subtotal Billings, Collection and Tax Administration	<u>\$10,000</u>
Subtotal Revenue	\$2,720,000
20. Streets and Sanitation Department	
a. Electricity	
2 Tower Trucks	\$76,000
2 Line Construction Trucks	280,000
3 Single Bucket Trucks	270,000
b. Forestry	
3 Diesel Aerial Towers	\$210,000
7 Chipper Units	112,000
2 Stump Cutters	60,000
c. Rodent Control	
3 Augers	\$19,000
d. Sanitation	
Cart Program	\$3,750,000
Snow Removal Vehicles	1,000,000
Water Control System	85,000

Department/Item		Amount
e.	Street Operations	
	13 Street Sweepers	<u>\$975,000</u>
	Subtotal Streets and Sanitation	<u>\$6,837,000</u>
21.	City Treasurer	
a.	Xerox Copier	\$21,000
22.	Zoning	
a.	Office Furniture/Partitions	<u>\$30,000</u>
23.	Purchasing	
a.	Equipment	
	20 Xerox 6085 Workstations w/Software	\$100,000
	Document Scanner	15,000
	Communications Server	42,000
	Print Server	14,000
	Laser Printer	25,000
	3 Line Drivers/3 Card Sets	<u>2,975</u>
		\$198,975
	Total:	<u><u>\$37,000,000</u></u>

As referred to in Section 4(c) of the ordinance, the following is authorized to be funded by investment income earned on the proceeds of the Series 1988C Notes prior to the disbursement thereof (to the extent that such investment income is available and approved by the Budget Director).

1.	Comptroller's Office	
a.	Fixed Assets System Development	\$400,000

Exhibit "B".

City Of Chicago, Illinois

And

As Trustee

Trust Indenture

Dated As Of _____ 1, 1988

Securing
General Obligation Tender Notes
Series 1988 A, B and C.

This Trust Indenture dated as of _____ 1, 1988 between the City of Chicago, Illinois (the "City"), a municipal corporation and home rule unit organized and existing under the laws of Illinois, located in Cook and Du Page Counties, Illinois and _____, a _____ banking _____, having its principal corporate trust office in Chicago, Illinois, as trustee (said corporation, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee") and _____, as paying agent (said corporation, and any successor or successors as paying agent hereunder, being herein referred to as "Paying Agent");

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 _____, 1988 (the "Note Ordinance") 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 Note Ordinance; and

Whereas, in order to provide the funds needed to (i) finance current cash requirements of the City; (ii) provide funds to pay amounts appropriated for specific purposes by the City for the year 1988; and (iii) finance the acquisition of necessary equipment for the City, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1988 A, B and C (the "Notes"); and

Whereas, the City has the option to cause any Notes tendered for purchase by a Noteholder in the manner provided herein to be purchased from said Noteholder at a price equal to the principal amount thereof plus accrued interest; and

Whereas, in furtherance thereof, the City and _____ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of _____ 1, 1988 (the "Remarketing Agreement") pursuant to which the Remarketing Agent will arrange for the purchase of Bonds tendered for purchase and attempt to remarket said tendered Bonds on behalf of the City; and

Whereas, when the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Bonds, the Paying Agent shall perform such duties as tender agent as the agent of the Noteholders; and

Whereas, the Notes are to be additionally entitled to the benefits of an irrevocable Letter of Credit issued to the Paying Agent (the "Letter of Credit") by _____ (in such capacity herein referred to as the "Bank"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement,

dated as of _____ 1, 1988 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, original executed copies of the Letter of Credit, Reimbursement Agreement and the Remarketing Agreement have been delivered to and are on file in the Trustee's records; 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 or the Paying Agent, 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 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 of the acceptance by the Paying Agent of the duties hereby imposed upon the Paying Agent, 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 moneys, 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 (as hereinafter defined) 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 moneys, 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, instrument, 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 Noteholders 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 premium, if any, 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 money due or to become due to it in accordance with the terms and provisions hereof 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" shall mean an irrevocable letter, or letters, of credit delivered in accordance with Section 5.05(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to identity of the Bank. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and 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 such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Indenture.

"Bank" shall mean, initially, _____, 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 4.05(c) hereof, "Bank" shall mean the issuer, or issuers, of such Letter or Alternate Letter or Letters, of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its, or their, successors in such capacity and their assigns. "Principal Office" of the Bank shall mean the principal office from time to time of the Bank.

"Bond Counsel" shall mean the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

"Business Day" shall mean 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 Paying Agent, 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.

"City" shall mean the City of Chicago, Illinois.

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

"Commercial Paper Rate" means the interest rate on the Notes set under Section 2.02(c).

"Commercial Paper Rate Period" means with respect to any Note, the period (which may be from 1 day to 180 days) determined as provided in Section 2.02(c).

"Comptroller" shall mean the duly designated Comptroller, any Deputy Comptroller of the City and any person at the time designated to act on behalf of the Comptroller by written certificate furnished by the duly designated Comptroller to the Trustee, the Paying Agent, the Remarketing Agent and the Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means that account established on behalf of the Bank with an agent designated in the Reimbursement Agreement, and initially shall mean that account established by the Paying Agent on behalf of the Bank.

"Daily Rate" means an interest rate on the Notes set under Section 2.02(a).

"Determination Date" is defined in Section 2.02(d).

"Event of Default" shall mean any of the events stated in Section 6.01(a) hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 2.02(d).

"Fixed Rate Period" is defined in Section 2.02(d).

"Indenture" means this Trust Indenture as amended or supplemented at the time in question.

"Interest Payment Date" is defined in the form of Note attached hereto as Exhibit "A".

"Interest Period" is defined in the form of Note attached hereto as Exhibit "A".

"Interest Rate" means the rate on the Note established pursuant to Section 2.02 hereof.

"Letter of Credit" shall mean the irrevocable letter, or letters, of credit issued by the Bank contemporaneously with the original issuance of the Notes or any Series of Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 4.05(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of Notes may be secured by a different Letter of Credit issued by the Bank or by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Indenture. Any reference to Letter of Credit herein shall be deemed to refer to the Letter of Credit related to such Series of Notes, unless the context shall clearly indicate otherwise. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Indenture.

"Letter of Credit Note" shall mean a note issued pursuant to a Reimbursement Agreement.

"Monthly Rate Evaluation Date" means the fifth day of each month while the Notes of any Series bear interest at a Short Term Rate unless such day is not a Business Day, in which case the Monthly Evaluation Date shall be the following Business Day.

"Moody's" shall mean Moody's Investors Service, Inc., 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 nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Notes" means the notes issued pursuant to this Indenture.

"Note Fund" shall mean the fund created by Section 4.01 hereof.

"Noteholder" shall mean the person in whose name any Note is registered. The Trustee, the Paying Agent, the Remarketing Agent and the Bank may be Noteholders.

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first class mail to the Noteholders, at the addresses shown in the registration books maintained pursuant to Section 3.10 hereof.

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

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

(a) those cancelled at or prior to such date or delivered to or acquired by the Trustee or the Registrar at or prior to such date for cancellation;

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

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

"Paying Agent" shall mean, initially, _____, or any other or successor paying agent appointed in accordance with Section 7.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent shall mean the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

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

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

"Registrar" shall mean the Paying Agent acting in the capacity of registrar under this Indenture, its successors and their assigns.

"Reimbursement Agreement" shall mean the agreement or agreements between the City and the Bank, pursuant to which the related Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the Reimbursement Agreement entered into pursuant to Section 7.29 of this Indenture and any and all modifications, alterations, amendments and supplements thereto. Any reference to Reimbursement Agreement herein shall be deemed to refer to the Reimbursement Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" shall mean, initially, _____, or any other remarketing agent appointed in accordance with Section 7.28 hereof.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 7.28 of this Indenture, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Remarketing Agreement herein shall be deemed to refer to the Remarketing Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Series 1988B Notes" shall have the meaning assigned to such term in Section 2.01(b) (ii) hereof.

"Short Term Rate" means a Daily, Weekly or Commercial Paper Rate.

"State" means the State of Illinois.

"Service Fund" means the fund created pursuant to Section 4.06 hereof, and held and administered by the Paying Agent.

"S.&P." shall mean Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, 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, "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, Paying Agent and Remarketing Agent.

"Supplemental Indenture" shall mean any indenture modifying, altering, amending, supplementing or confirming this Indenture for any purpose, in accordance with the terms hereof.

"Treasurer" shall mean the duly elected Treasurer of the City.

"Trustee" shall mean _____, as trustee under this Indenture, its successors in trust and their assigns. "Principal Office" of the Trustee shall mean the principal corporate trust office of the Trustee, which office at the date of this Indenture is located at _____, Chicago, Illinois _____.

"Weekly Rate" means an interest rate on the Notes set under Section 2.02(b).

Section 1.02. Construction. This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (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 the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Article II.

The Notes.

Section 2.01. Authorization Of Notes.

(a) Upon the execution and delivery hereof, the City shall execute the Notes and deliver them to the Paying Agent for authentication. At the direction of the City, the Paying Agent shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988" (the "Notes"). The Notes shall be dated as provided in Section 2.06(b) hereof.

(b) The Notes shall be issued in various series (each a "Series") as below designated, and in the amounts, maturing, subject to prior redemption upon the terms and conditions as hereinafter set forth, and be for the purposes as follows:

(i) Series 1988A (the "Series 1988A Notes"), in the principal amount of \$_____, maturing on December 31, 1988, for the purpose of financing the current cash flow requirements of the City;

(ii) Series 1988B (the "Series 1988B Notes"), maturing on October 31, 1989, in the principal amount of \$_____, for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund purposes for the year 1988; and

(iii) Series 1988C (the "Series 1988C Notes"), in the principal amount of \$_____, maturing on October 31, 1992, for the purpose of acquiring certain capital equipment more fully described in Exhibit "B" attached hereto and made a part hereof by this reference.

(c) In order to permit the various Notes of any Series issued hereunder to have varying interest rate determination methods, the Notes are being issued and sold as several sub-series, which are in the principal amounts and are designated as provided in Exhibit "C" attached hereto and made a part hereof. Each such sub-series shall be deemed to be a "Series" under this Indenture only for establishing and maintaining an interest rate determination method for such Notes.

(d) Each 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. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(e) The City shall promptly cause to be paid the principal of and interest on each Note issued pursuant to this Indenture at the place, at the time and in the manner provided herein and in the Notes to the true intent and meaning thereof.

Section 2.02. Interest Rate Determination Methods For The Notes.

(a) Daily Rate. When interest on any Series of the Notes is payable at a Daily Rate, the Comptroller will set a Daily Rate on each Business Day. Each Daily Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day the rate is set at 100% of their principal amount plus accrued interest. The Daily Rate for any non-Business Day will be the rate for the last day on which a rate was set or, upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, the rate established on the first Business Day after the date of such commencement.

If for any reason the Comptroller does not set a Daily Rate on any Business Day or a court holds that the rate set for any day is invalid or unenforceable, the Daily Rate for that day will be the average of 30-day yield evaluations at par of securities, the interest on which is exempt from federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. Initially, that rate will be the earliest rate published each day by Munifacts Wire System, Inc. The City, acting through its Comptroller, may designate a replacement publisher to the Trustee and the

Remarketing Agent. If Munifacts Wire System, Inc. or such replacement publisher does not publish such a commercial paper rate on a day on which a Daily Rate is to be set, the Remarketing Agent will set the Daily Rate at 50% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced on such day by the Federal Reserve Bank of New York, converted to a coupon-equivalent rate.

(b) **Weekly Rate.** The Comptroller will set a Weekly Rate on the last Business Day before the commencement of a period during which any Series of the Notes bear interest at a Weekly Rate and each Tuesday thereafter during which interest on the Notes of such Tuesday is not a Business Day, on the next succeeding Business Day. Each Weekly Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the date the rate is set at 100% of their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Weekly Rate or a court holds that any rate set is invalid or unenforceable, the Weekly Rate for that period will be the average of 30-day yield evaluations at par of securities (whether or not actually issued), the interest on which is exempt from federal income taxation, of at least 20 component issuers selected by the Remarketing Agent, including issuers of commercial paper, project notes, bond anticipation notes and tax anticipation notes, computed by the Remarketing Agent as of the day on which the Comptroller was to have set the Weekly Rate. When the Notes are rated by a Rating Agency in either of its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by a Rating Agency in its highest note or commercial paper rating category or (b) not have outstanding notes or commercial paper rated by a Rating Agency but have outstanding securities rated by a Rating Agency in either of its two highest long-term debt rating categories. If the Notes are rated by both Rating Agencies in a rating category that is lower than its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by one Rating Agency in its note or commercial paper rating category correlative, in the Remarketing Agent's judgment, to the long-term debt rating category of the Notes or (b) have outstanding securities rated by one Rating Agency in the same long-term debt rating category as the Notes are rated by that Rating Agency and not have any outstanding notes or commercial paper rated by such Rating Agency. The Remarketing Agent may change the component issuers from time to time in its discretion, subject to the foregoing requirements. If the Notes are not rated by a Rating Agency or the Remarketing Agent does not compute the average mentioned above, the Remarketing Agent will set the Weekly Rate at 55% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the day on which the Comptroller was to have set the Weekly Rate. Upon delivery to the Trustee of an Opinion of Bond Counsel that such action will not adversely affect the exemption of interest on the Notes of such Series from federal income taxation, the City, acting through its Comptroller, may designate a new method of setting the Weekly Rate in the event any of the above-described methods is unavailable or unrealistic in the market place.

(c) **Commercial Paper Rate.**

(i) **Determination of Commercial Paper Rate.** The Commercial Paper Rate for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller on the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at its principal amount.

If for any reason the Comptroller does not set a Commercial Paper Rate for any Commercial Paper Rate Period or a court holds that the rate set for such Commercial Paper Rate Period is invalid or unenforceable, the Commercial Paper Rate for such Note for such period will be the earliest 30-day, 60-day or 90-day tax-exempt commercial paper rate published each day by Munifacts Wire System, Inc. (or its replacement as provided in the second paragraph of Section 3.02(a) hereof), and representing, as of the date of determination, the average of 30-day (if such Commercial Paper Rate Period is from one to 30 days in length), 60-day (if such Commercial Paper Rate Period is from 31 to 60 days in length) or 90-day (if such Commercial Paper Rate Period is from 61 to 180 days in length), as the case may be, yield evaluations at par of securities, the interest on which is exempt from federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. If Munifacts Wire System, Inc. (or its replacement) does not publish a 30-day, 60-day or 90-day tax-exempt commercial paper rate, as the case may be, on the day on which a Commercial Paper Rate is to be set, the Commercial Paper Rate of such Note for such period shall be the applicable percentage of the interest rate (the "Commercial Paper Base Rate") for 30-day, 60-day, or 90-day, as the case may be, taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the first Business Day of such Commercial Paper Rate Period as determined on the basis of the table set forth below.

Term Of Next Succeeding Commercial Paper Rate Period	Applicable Percentage Of Commercial Paper Base Rate
1-30 days	50%
31-60 days	52%
61-180 days	54%

(ii) **Determination of Commercial Paper Rate Periods by Comptroller.** While the Notes of any Series bear interest at a Commercial Paper Rate, the length of each Commercial Paper Rate Period (which may be from one to 180 days) for each Note of such Series shall, if the Comptroller's direction pursuant to Section 2.03(a) so requires, be determined by the Comptroller based upon the Comptroller's judgment that such length will be beneficial to the market for, or the relative yield of, such Note based upon the factors set forth in Section 2.03(b).

(iii) **Determination of Commercial Paper Rate Periods by Remarketing Agent.** While the Notes of any Series bear interest at a Commercial Paper Rate as a result of the City's

direction pursuant to Section 2.03(a) the Commercial Paper Rate Period for each Note shall be determined by the Remarketing Agent pursuant to Section 2.03(a) unless the Comptroller's direction requires the Comptroller to make such determinations, in which event the Comptroller shall make such determinations as described in the preceding paragraph.

(iv) Limitations. Notwithstanding the foregoing:

(1) no Commercial Paper Rate Period shall be established for any Series of Notes unless the Letter of Credit securing such Notes terminates no earlier than twenty (20) days after the last day of such Commercial Paper Rate Period;

(2) if the Remarketing Agent or the Comptroller have previously determined that the Notes of any Series are to bear interest at a rate other than the Commercial Paper Rate effective as of a future date, no new Commercial Paper Rate Period shall be established for such Series unless the last day of such Commercial Paper Rate Period occurs on or before the effective date of the change to such other rate; and

(3) if neither the Comptroller nor the Remarketing Agent sets the length of a Commercial Paper Rate Period for any Note of any Series when it is required to do so, a new Commercial Paper Rate Period lasting 30 days (or until the earlier stated maturity of the Notes of such Series) will follow.

(d) Fixed Rate. The Comptroller will set a Fixed Rate for any Series of Notes on a date (the "Determination Date") no fewer than 7 nor more than 15 Business Days before the beginning of the period (the "Fixed Rate Period") in which interest on the Notes of any Series will be payable at a Fixed Rate to the maturity of such Series of Notes. The Fixed Rate for any Series will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the Determination Date at their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Fixed Rate for a Fixed Rate Period or a court holds that the rate set for a Fixed Rate Period is invalid or unenforceable, the rate for the Fixed Rate Period will be determined by the Remarketing Agent and will be the [Here insert alternate rate determination method].

(5) The Interest Rate Determination Method for each Series of the Notes upon the initial delivery thereof shall be determined by the Comptroller based upon the Comptroller's judgment that such Method will be beneficial to the market for, or the relative yield of, each Series of Notes based upon the factors set forth in Section 2.03(b).

If any Series of the Notes is initially delivered bearing interest at a Commercial Paper Rate, the initial Commercial Paper Rate shall be of equal duration for all Notes of any such Series, and from and after the end of the initial Commercial Paper Rate Period such Series of Notes shall bear interest at a Daily Rate unless another Interest Rate Determination Method is designated pursuant to Sections 2.03(a) or 2.03(b) for such Series of Notes.

Section 2.03. Changes In Interest Rate Determination Method.

(a) Changes Directed by the City. The City may, acting through the Comptroller, change the method of determining the interest rate on the Notes of any Series by notifying the Paying Agent, Bank and Remarketing Agent at least 20 days prior to the proposed effective date of such change. Such notice shall contain (a) the effective date, (b) the proposed interest rate determination method, (c) if the change is to a Short Term Rate, the first Monthly Rate Evaluation Date, if any, upon which the determinations required pursuant to paragraph (2) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (d) if the change is to a Commercial Paper Rate, whether the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent and (e) if the change is to a Fixed Rate, the Determination Date. The notice must 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 exemption of interest on the Notes from federal income taxation. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series will be payable at the new rate on the effective date specified in the notice until there is another change as provided in this Section.

The Comptroller, upon delivering the opinions of counsel referred to in the preceding paragraph, may (a) make the determinations on each Monthly Rate Evaluation Date pursuant to paragraph (2) below or to cease to make such determinations for a specific or an indefinite period of time, (b) while the Notes of any Series bear interest at a Commercial Paper Rate require the Remarketing Agent to set the length of each Commercial Paper Rate Period pursuant to Section 2.02(c) or to cease to do so for a specific or an indefinite period of time or (c) override a determination made by the Remarketing Agent pursuant to paragraph (2) below, provided that notice of redemption pursuant to Section 2.03(d) has not yet been given.

(b) Changes Directed by the Remarketing Agent. Unless directed not to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider on each Monthly Rate Evaluation Date whether the method of determining the interest rate on any Series of the Notes should be changed to a different method of 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 Series of Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Paying Agent, the City and the Bank and will specify the effective date of the change. For purposes of this paragraph (2), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (a) the performance of such Series of 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 Rates or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (b) any fact or circumstance relating to such Series of Notes or affecting the market for such Series of Notes or affecting such other comparable securities in a manner which, in the judgment of the Remarketing Agent will affect the market for such Series of Notes, which in any event leads the Remarketing Agent to conclude that such Series of 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 judgment. On the effective date specified in such notice, unless a

different determination shall have been made by the Remarketing Agent on an intervening Monthly Rate Evaluation Date or by the City pursuant to the paragraph (1) above, the Notes of such Series shall bear interest at the Short Term Rate specified in such notice. The notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exemption of interest on the Notes from federal income taxation.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the City, the Bank or to any other person with respect to any determination that the Notes of any Series will or will not bear interest at the current or any other Short Term Rate or the Fixed 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 of any Series pursuant to either Section 2.03(a) or (b) above must comply with the following:

(i) if a Commercial Paper Rate is then in effect, the effective date of any change must be the date following the last day of the Commercial Paper Rate Period of all Notes of such Series;

(ii) the effective date of all changes must be the first day of a month; and

(iii) no change shall be made in the interest rate determination method at the direction of the City pursuant to Section 2.03(a) or at the direction of the Remarketing Agent pursuant to 2.03(b) hereof if the Paying Agent shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) or Section 2.03(b), as the case may be, has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change in rate under Section 2.03(d) then in the event of such withdrawal of opinion, the Paying Agent 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 any Series of Notes, the Paying Agent will notify the Noteholders of such Series by first class mail at least 15 but not more than 60 days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel required by Section 2.03(a) or Section 2.03(b), as the case may be. The 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 rate,

(iii) a description of the new method and the maximum interest rate, that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request and describing how to make such request,

- (iv) the Interest Payment Dates and Record Dates in the new period,
- (v) whether the Noteholders of such Series have a right to tender their Notes during the new period and, if they do, the procedures to follow, and
- (vi) that a mandatory redemption of the Notes of such Series will result on the effective date of the change as provided in the Notes, all the information required by this Indenture to be included in a notice of redemption set forth in Section 4.03 hereof, that the owner may waive such redemption and the manner of waiving such redemption.

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

- (i) the Determination Date,
- (ii) the name of the newspaper in which, and the date on which, the Fixed Rate will be published as provided below,
- (iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of such Series,
- (iv) any ratings assigned the Notes of such Series 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) the redemption provisions to which the Notes are subject during the Fixed Rate Period, and
- (vii) that during the Fixed Rate Period Notes may be issued in denominations of \$5,000 or integral multiples of \$5,000.

If the change is to a Fixed Rate, at least 5 Business Days before its effective date the Paying Agent will publish notice of the new rate in a financial newspaper customarily published each Business Day and generally circulated in the Borough of Manhattan in New York, New York.

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

- (i) during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series,
- (ii) that on the last day of each Commercial Paper Rate Period the Notes of such Series will be redeemed unless the owner waives such redemption and setting forth the manner of waiving such redemption, and
- (iii) that no notice of any such redemption will be given to the Noteholder.

Section 2.04. Calculation of Interest Due on Notes. The Paying Agent will compute the amount of interest payable on the Notes from the rates supplied to the Paying Agent by the person setting them. The Remarketing Agent will notify the Paying Agent in writing or by telephone promptly confirmed by tested telex by 12:00 Noon, New York City time:

(1) on the first Business Day after a month in which interest on the Notes is payable at a Daily Rate, of the Daily Rate for each day in such month,

(2) on the last Tuesday in each month (or if such Tuesday is not a Business Day, on the next Business Day) in which a Weekly Rate was set in such month, of the Weekly Rate for each day in such month,

(3) on the first Business Day of each Commercial Paper Rate Period, of the length thereof and the Commercial Paper Rate, and

(4) on the first Business Day after a Determination Date, of the Fixed Rate set on that Determination Date.

Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Paying Agent, Comptroller and Bank orally at the oral request of any of them of any interest rate set by the Comptroller or the Remarketing Agent. The Comptroller will inform the Remarketing Agent of any interest rate set by the Comptroller. The Paying Agent will confirm the effective interest rate by telephone or in writing to any Noteholder who requests it in any manner.

The setting of the rates and the calculation of interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties.

Section 2.05. Tenders. (a) Any Noteholder of a Note bearing interest at a Daily Rate or at a Weekly Rate has the right, subject to the provisions of the second succeeding paragraph, to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any multiple thereof, for payment and to receive payment therefor, all as provided in the form of the Notes. In the absence of a validly designated Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

(b) The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 2.10 hereof. Such Notes shall not be remarketed unless the Paying Agent shall have received an Opinion of Bond Counsel stating that such remarketing will not adversely affect the exemption of interest on such Notes from federal income taxation.

(c) If an Event of Default, as defined in Section 6.01(a) hereof, has occurred and is continuing, and the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 6.01(b) hereof, none of the Notes shall be subject to tender prior to the maturity thereof.

(d) Provided that sufficient funds are available on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which proper notice of tender has been given to the Paying Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after such date such Note, or such portion thereof, shall cease to bear interest and shall no longer be deemed to be outstanding hereunder. If (i) the Noteholder has not specified the number of the Note, or portion thereof, for which such notice of tender has been given, (ii) such Noteholder fails to tender such Note, or portion thereof, for which proper notice of tender has been given and (iii) such Noteholder is the owner of Notes of the Series regarding which such notice of tender has been given in excess of the amount for which such tender notice has been given, the Registrar in its absolute discretion is authorized to determine which of such Notes, or portions thereof, of such Series owned by such Noteholder shall be deemed tendered and no longer outstanding. The Registrar shall give prompt telephonic, telex or telegraphic notice of such determination to such Noteholder, the Paying Agent and the Remarketing Agent; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing. Any such determination by the Registrar shall be conclusive and binding on the Paying Agent, Remarketing Agent and such Noteholder and his successors and assigns. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

Section 2.06. Form, Payment and Dating of Notes. (a) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit "A" hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, in the preparation of such new Note the Registrar shall insert the redemption date rather than the stated maturity date for such Note.

(b) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to "Bearer") in the denomination of \$100,000 or integral multiples thereof, except Notes of any Series bearing interest at a Fixed Rate which shall be in the denomination of \$5,000 or integral multiples thereof. Notes of each Series (i) shall be numbered from 1 consecutively upwards, (ii) shall contain an appropriate prefix to such numbers to identify such Series, and (iii) shall be of a different color than the color of the Notes for any other Series.

(c) The principal of Notes shall be payable to the Noteholders upon presentation and surrender of such Notes as they respectively become due at the Principal Office of the Paying Agent. Interest on Notes shall be paid to the Noteholders on the Interest Payment Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to the address of such Noteholder as it appears on the registration books maintained pursuant to Section 2.10 hereof. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 3.10 hereof as of the close of business on the Record

Date; except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Noteholders in whose name any such Notes (or any Note or Notes issued upon transfer or exchange thereof) are registered at the close of business on the Business Day next preceding the date of payment of such defaulted interest.

(d) All Notes will be dated the date of their authentication.

(e) 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 2.07. Execution of Notes. Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Mayor and the City Comptroller and attested by the 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 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 2.08. 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 Exhibit "A" hereto, executed by the Registrar by manual signature, and such certificate upon any such Note shall be conclusive evidence, and the only evidence that such Note has been duly authenticated, registered and delivered.

Section 2.09. Lost, Destroyed, Improperly Cancelled 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, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and denomination and bearing a number not contemporaneously outstanding; providing that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity satisfactory to it. Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses in connection with any transaction described in this Section 2.09 except for improper cancellation by the Registrar.

If a Note is called for redemption and the City elects to purchase the Note in lieu of redemption as provided in Section 4.02 and funds are deposited with the Paying Agent

sufficient for the purchase, whether or not the Note called for redemption 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 Paying Agent for the purchase of such Note and the Registrar 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 2.10. Transfer, Registration and Exchange of Notes. The Registrar 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 and the Trustee. The Registrar shall use its best efforts to make all necessary provisions to permit the exchange or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

The transfer of any Note shall be registered upon the books of the Registrar at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Noteholder or his duly authorized attorney and instructions to the Paying Agent as to the method of payment requested.

The City, the Trustee, the Paying Agent, the Registrar 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, the Paying Agent, the Registrar 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.

Notes, upon surrender thereof at the Principal Office of the Registrar may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination of the same Series and bearing interest pursuant to the same Interest Rate Determination Method as all other Notes of such Series.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Registrar 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 Registrar may make a charge only 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 Series of Notes, the

Registrar 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 proposed redemption of Notes nor shall the Registrar be required to make any exchange or registration of transfer of any Notes called for redemption.

Upon each registration of transfer of a Note bearing interest at a Commercial Paper Rate, the Paying Agent shall give written notice to the transferee that (a) no notices of the length of any Commercial Paper Rate Period or the Commercial Paper Rate borne by his Note during such period will be given to the owner of the Note, but that such information may be obtained, upon request, from the Remarketing Agent and setting forth the manner that such information may be obtained, (b) any Note bearing interest at a Commercial Paper Rate will be redeemed on its Interest Payment Date unless the owner chooses to waive such redemption and setting forth the manner in which such redemption may be waived, and (c) that no notice of any such redemption will be given to the Noteholder.

Upon each registration of transfer while the Notes bear interest at a Commercial Paper Rate, or at any time the Paying Agent comes into possession of a Note bearing interest at a Commercial Paper Rate, the Paying Agent prior to any delivery of such Note to a Noteholder will attach, to the extent not already attached, and will make the appropriate insertions in, the schedule attached to the form of Note in Exhibit "A".

Section 2.11. Temporary Notes. Pending the preparation of definitive Notes, the City may execute and the Registrar 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 Registrar 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 Registrar, and the Registrar 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 2.12. Cancellation of Notes. All Notes which shall have been surrendered to the Paying Agent for payment or redemption, and all Notes which shall have been surrendered to the Registrar for exchange or registration of transfer, shall be cancelled by the Registrar. The Registrar shall furnish to the City, the Trustee, the Paying Agent, the Bank and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

*Article III.**Proceeds Of The Notes.*

Section 3.01. Proceeds of the Notes. The proceeds from the sale of the Notes shall be deposited with the City Treasurer and used as follows:

(a) The proceeds of the Series 1988A Notes shall be used to finance the current cash requirements of the City.

(b) The proceeds of the Series 1988B Notes shall be deposited in the funds of the City and in the amounts as follows:

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

and shall be used for the purpose of paying amounts appropriated for such respective funds for the year 1988.

(c) The proceeds from the sale of the Series 1988C Notes shall be deposited in the appropriate funds of the City and used for the purpose of acquiring capital equipment as provided for in subclause (iii) of Section 2.01(b) hereof.

*Article IV.**Redemption And Purchase In Lieu Of Redemption.*

Section 4.01. Redemption. (a) The Notes shall be subject to redemption at par and accrued interest, if any, prior to the maturity thereof, as follows:

(i) Each Series of Notes bearing interest at a Daily Rate or a Weekly Rate shall be subject to optional redemption by the City on the first day of each month, as a whole and pursuant to the procedures in Section 4.03 hereof.

(ii) Any Series of the Notes bearing interest at a Fixed Rate shall not be subject to optional redemption by the City.

(iii) All Notes (or if different Letters of Credit are issued in respect of separate Series of Notes, then all Notes of such Series) shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof.

(iv) The Notes are subject to redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes".

(v) The Series 1988C Notes shall be subject to mandatory redemption by the City, in part by lot, pursuant to the procedures in Section 4.03 hereof, in the amount of \$2,500,000 on October 31 of each of the years 1990 and 1991.

(b) In the event of the purchase by the City of less than all of the Series 1988C Notes for cancellation as provided in Section 4.02 hereof, the principal amount of such Series 1988C Notes to be paid at maturity in 1992 or required to be mandatorily redeemed shall be reduced in the inverse order of such payment at maturity or mandatory redemption, as the case may be.

Section 4.02. Purchase in Lieu of Redemption. The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to Section 2.05 hereof or to purchase any Note held in the Custody Account, upon notice to the Paying Agent and the Remarketing Agent given by irrevocable telephone, telex or telegraphic communication by the Comptroller not later than 2:00 P.M. on the Business Day preceding such day of purchase stating the principal amount and Series of Notes to be purchased; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing by the Comptroller.

Any Notes so purchased for cancellation shall be selected first from Notes on deposit in the Custody Account and thereafter from any Notes as such become available upon tender.

Section 4.03. Procedure for Redemption and Purchases in Lieu of Redemption. (a) In the event any of the Notes are called for redemption pursuant to subclauses (i) or (ii) of Section 4.01(a), and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, or when any of the Series 1988C Notes are to be mandatorily redeemed pursuant to subclause (v) of Section 4.01(a), the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where

amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) if less than all of the Notes are to be redeemed, specify the Series designation of the Notes so to be redeemed, and, if less than all of the Notes of any Series are to be redeemed, specify the particular Notes to be redeemed, identified by number, and the respective principal amounts of such Notes to be so redeemed, (iii) state any condition to such redemption, and (iv) state that on the redemption date, and upon the satisfaction of any such condition, the Notes to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail to the Noteholders so affected at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of Section 4.01(a) hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. Such notice may set forth additional information relating to such redemption. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (iii) of Section 4.01(a) of this Indenture, notice shall be given by mail to the Noteholders not less than five (5) days nor more than ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(c) When Notes are called for redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes", and the Notes provide that they will be redeemed or purchased by the City, the City may direct the purchase of some of or all the Notes called for redemption if it gives a notice to the Paying Agent and the Bank by the day before the redemption date that it wishes the Notes to be purchased, the principal amount of which is specified in the notice. The Paying Agent will purchase Notes called for redemption pursuant to the paragraph in

the Notes captioned, "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" unless otherwise instructed in writing by the City before the redemption date.

(d) Notes purchased pursuant to tenders as provided in the Notes or in lieu of redemption as provided in the foregoing section will be offered for sale by the Remarketing Agent as provided in this section except as follows:

(i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (iii) of Section 4.01(a) will be canceled.

(ii) Notes called for redemption under "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate" in the Notes may be remarketed before the redemption date only if the buyer receives a copy of the redemption notice.

(iii) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by Section 3.05(b) hereof is provided to the Paying Agent.

(iv) Notes will be offered for sale under this section during the continuance of an Event of Default or an event which with the passage of time or the giving of notice or both may become an Event of Default only in the sole discretion of the Remarketing Agent.

(e) 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 moneys sufficient to pay such Notes are held by the Paying Agent 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 clauses (i), (ii) or (iii) of Section 6.01(a) hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

Article V.

Creation Of Funds And Security For Notes.

Section 5.01. Creation of Note Fund. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1988, Note Fund." The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear. The Note Fund shall contain the following three accounts: the Series 1988A Notes Account; the Series 1988B Notes Account; and the Series 1988C Notes Account.

Section 5.02. Deposits into Note Fund. (a) The City shall deposit into the appropriate account within the Note Fund the moneys pledged under this Indenture to the

reimbursement of the Bank for the payment of the Notes under the Letter of Credit or for the payment of the Series 1988A Notes when necessary, unless a levy has been made as provided in Section 5.07 hereof, in which case, as such moneys become available, and as to the Series 1988B and Series 1988C Notes as such moneys become available and in accordance with the provisions of the Reimbursement Agreement. As to the Series 1988A Notes, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1988A Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to Section 5.07 hereof. As to the Series 1988B Notes, [(i) if secured as provided in Section 5.08(a) hereof, such moneys shall consist of that part of the proceeds of the collection of the taxes levied for the year 1988 pledged by the City pursuant to Section 5.08(a) hereof and (ii) if secured as provided in Section 5.08(b) hereof, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1988B Notes, which moneys shall include the proceeds of the collection of taxes levied, if any, pursuant to Section 5.08(b) hereof]. As to the Series 1988C Notes, such moneys shall consist of the proceeds of the collection of the taxes levied pursuant to Section ____ of Note Ordinance and other moneys of the City legally available therefor.

(b) The City may deposit lawfully available funds into any account of the Note Fund and may use lawfully available funds for the direct reimbursement of the Bank for the payment of Notes under the Letter of Credit or for direct payment to the Paying Agent for the payment of the principal of and interest on the Notes if the Bank fails to honor a proper draw on the Letter of Credit.

Section 5.03. Use of Moneys in the Note Fund. (a) Moneys deposited in the separate accounts within the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

(b) Any notification by the Bank to the Trustee in respect of prepayment of advances pursuant to the provisions of the Letter of Credit and Reimbursement Agreement shall constitute an authorized instruction to transfer funds to the Bank. If such notice is received by the Trustee prior to 2:00 P.M. the Trustee shall, to the extent sufficient funds are available in the appropriate account of the Note Fund, remit immediately available funds on such day to the Bank.

(c) Moneys on deposit in the Note Fund shall be used to pay principal, interest or a tender or redemption price directly to the Paying Agent only at such time as the Bank has failed to honor a proper draw under the Letter of Credit. In all other events, principal, interest and tender and redemption prices on the Notes shall be paid first from the proceeds of the Letter of Credit, and moneys on deposit in the Note Fund shall be used to reimburse the Bank pursuant to the terms of the Reimbursement Agreement.

(d) In no event shall the Trustee remit any funds in any of the three accounts within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw on the Letter of Credit for the payment of principal or interest on the Notes or for purchase of any Note

which is not payable from the particular account within the Note Fund or remit any funds in any of the three accounts within the Note Fund to the Paying Agent for the purpose of paying principal or interest on the Notes or for the purchase of any Note which is not payable from the particular account within the Note Fund. Payments from such accounts shall be made only to and for purposes for which such accounts have been created and designated.

Section 5.04. Custody of Note Fund; Withdrawal of Moneys. (a) The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 4.03, 4.14 and 7.04 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the Reimbursement Agreement upon the direction of the Treasurer. The income from such investments shall be credited to the particular account within the Note Fund from which the investment was made.

(b) All moneys required to be deposited with or paid to the Trustee for deposit into the Note Fund under any provision hereof, all moneys withdrawn from the Note Fund or drawn under the Letter of Credit and held by the Trustee, and all investments held as a part of the Note Fund, shall be held by the Trustee, in trust for the benefit of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

Section 5.05. Letter Of Credit.

(a) The Paying Agent, acting independently of the City but on behalf of and for the benefit of the Noteholders, shall draw moneys under the Letter of Credit in accordance with the terms thereof to make timely payments of principal of the Notes required to be made whether upon stated maturity or upon redemption and interest on the Notes on any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to meet the requirements of Section 2.05 and Section 4.03 hereof.

On the date on which any Series of Notes bears interest at the Commercial Paper Rate, and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Commercial Paper Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Commercial Paper Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the maximum rate of interest on the Notes permitted by the Reimbursement Agreement.

On the first Business Day of each calendar month after any Series of Notes bears interest at a Fixed Rate and if the amount available to be paid under the Letter of Credit in

respect of interest on the Notes is not in excess of 73 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Fixed Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the rate of interest on the Notes.

In the event that any Series of Notes bears interest at the Commercial Paper Rate or at a Fixed Rate and the interest coverage under the Letter of Credit shall exceed interest coverage for 73 days computed at the maximum rate of interest borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall make draws under the Letter of Credit at the times permitted therein to pay accrued and unpaid interest on the Series of Notes bearing interest at such Commercial Paper Rate or Fixed Rate.

(c) The City may deliver to the Paying Agent an Alternate Letter of Credit provided that (i) the conditions precedent to such delivery as specified in the definition of Alternate Letter of Credit are satisfied; (ii) the City shall notify the Trustee, Paying Agent, Remarketing Agent and Bank not less than 30 days prior to the delivery thereof of its intent to deliver an Alternate Letter of Credit; and (iii) the Paying Agent shall give notice by mail to Noteholders of the intended delivery of such Alternate Letter of Credit not less than 15 days prior to the delivery of such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and promptly surrender the previously held Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. If at any time there shall cease to be any Notes Outstanding hereunder, the Paying Agent shall promptly surrender the Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. The Paying Agent shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(d) Following the receipt by the Paying Agent and the Remarketing Agent of a Noteholder's notice of intention to tender a Note as provided in Section 2.05 hereof, the Paying Agent shall, not later than 11:45 A.M., on the day on which such Note is to be tendered as provided in such notice, draw on the Letter of Credit an amount sufficient to pay the principal of and accrued interest on such Note to be tendered or deemed tendered. No later than 1:00 P.M. on the day on which such Note is to be tendered as provided in such notice, the Remarketing Agent shall notify the Paying Agent of the principal amount of the Notes which have been remarketed. No later than 2:00 P.M. on such day the Remarketing Agent shall pick up and pay for the remarketed Notes in immediately available funds, which funds shall be held for the benefit of the Bank. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or purchased by the City pursuant to Section 4.02 hereof.

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice, such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to Section 4.02 hereof.

(f) So long as any of the Notes are outstanding in accordance with the provisions hereof the City covenants to maintain the Letter of Credit in an amount sufficient to make timely payments of the principal of and interest on the Notes when due under the provisions hereof. The amount available to be paid under the Letter of Credit in respect of interest on the Notes shall be determined by the Comptroller and shall not exceed 215 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement.

Section 5.06. Creation of Service Fund. (a) Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Tender Notes, Series 1988, Service Fund" (the "Service Fund"). The Service Fund shall contain the following three accounts: the Series 1988A Notes Account, the Series 1988B Notes Account and the Series 1988C Notes Account. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 4.13 and 4.14 hereof.

(b) The Series 1988A Notes Account, the Series 1988B Notes Account and the Series 1988C Notes Account shall each contain a Letter of Credit Subaccount and a General Subaccount. All moneys obtained under the Letter of Credit shall be deposited in the Letter of Credit Subaccount of the appropriate account and all other moneys held in the Service Fund shall be deposited in the General Subaccount of the appropriate account.

(c) The Comptroller is hereby authorized to enter into such agreements with the Trustee providing for the further segregation of moneys held in the Service Fund or the Note Fund into additional subaccounts as may be necessary for carrying out the purposes of this Indenture.

(d) Pending the need for the funds in the Service Fund, the Paying Agent may invest such funds, at the direction of the Comptroller, 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 have maturities not in excess of thirty (30) days from the date of such investment. All amounts invested shall mature so as to insure timely payment on the Notes.

Section 5.07. Tax Levy for Reimbursement of the Bank for Drawings to Pay the Series 1988A Notes or for the Payment of the Series 1988A Notes. Unless the Comptroller shall certify to the Bank on or before December 1, 1988, that sufficient funds are legally available and will be used to reimburse the Bank on December 31, 1988 for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1988A Notes, or to pay the principal of and interest on Series 1988A 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 Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before December 31, 1988, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before December 31, 1989 or to pay the principal of and interest on the Series 1988A Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988A 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 such taxes, if levied and collected, into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.08. Security for the Series 1988B Notes. [Either (a) or (b) to be used depending on choice of security] (a) In the event that the Comptroller shall determine to secure the Series 1988B Notes in accordance with this Section 5.08(a), from the proceeds of taxes levied by the City for the year 1988 for the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund, the City Treasurer is hereby ordered and directed to deposit proceeds thereof into the Note Fund in an amount sufficient to reimburse the Bank in accordance with the terms of the Reimbursement Agreement or to pay the principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

(b) In the event that the Comptroller shall determine to secure the Series 1988B Notes in accordance with this Section 5.08(b), the Series 1988B Notes shall be payable from funds on hand of the City and lawfully available. Unless the Comptroller shall certify to the Bank on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1989, for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1988B Notes, or to pay the principal of and interest on the Series 1988B 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 Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October 31, 1990, or to pay the principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988B 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 5.08(b) into the Series 1988B Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

(c) The City covenants that other than the Series 1988B Notes, it will make no further borrowings payable from the proceeds of the taxes levied for the purposes referred to in Section 5.08(a) hereof unless such borrowings are junior and subordinate in all respects to the City's obligation to reimburse the Bank for any draw under the Letter of Credit for the purpose of paying principal of and interest on the Series 1988B Notes or to pay principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

Section 5.09. Levy of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1988C Notes or for the Payment of the Series 1988C Notes. For the purpose of providing the funds required to reimburse the Bank for the payment of drawings to pay the principal of and interest (calculated at 6% per annum) on the Series 1988C Notes promptly as the same become due at maturity, or to pay the principal and interest on the Series 1988C Notes if the Bank has failed to honor a proper draw on the Letter of Credit the City has levied, pursuant to Section ____ of the Note Ordinance, a direct annual tax upon all taxable property in the City.

The City Treasurer is hereby ordered and directed to deposit the proceeds of such taxes so levied into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.10. Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note. (a) 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 Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement 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 Reimbursement Agreement and the Letter of Credit Note as the same become due.

(b) The Letter of Credit 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. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(c) The City shall promptly cause to be paid its obligations under the Reimbursement Agreement and the Letter of Credit Note at the place, at the time and in the manner provided therein.

(d) In the event a payment is made in accordance with the Reimbursement Agreement as set forth above, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such payment.

Section 5.11. 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 moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability 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 or relating to said Notes.

(b) Any moneys which the Paying Agent shall segregate and hold in trust for the payment of the principal of or interest on any Note and which shall remain unclaimed for two years after such principal 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 Paying Agent, be paid to the City. After the payment of such unclaimed moneys to the City, the Noteholder shall thereafter look only to the City for the payment thereof, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

Section 5.12. Payment to City. (a) Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

(b) Except as provided in Section 5.11(b) hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

(c) Any moneys remaining in any account of the Note Fund or held by the Trustee or the Paying Agent for a particular series of the Notes shall be paid to the City after the right or title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders of such series shall have been satisfied and discharged in accordance with the provisions hereof.

(d) The Trustee and the Paying Agent shall be entitled to rely upon notice from or confirmation by each individual entity that its interests have been satisfied in releasing such moneys.

Article VI.

General Covenants Of City.

Section 6.01. Performance of Covenants. The City shall faithfully perform at all times 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 the Remarketing Agreement, and in all proceedings pertaining thereto.

Section 6.02. Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys 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 Internal Revenue Code of 1986 (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: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all covenants, representations and assurances contained in a certificate or agreement regarding tax-exemption to be prepared by counsel approving the Notes; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to comply and pay 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 principal of and accrued interest on any validly tendered Note under the provisions of Section 3.05 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 25% of the principal amount of Notes then outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in the immediately preceding paragraph, the Trustee may, and at written request of Noteholders owning not less than 25% in principal amount of Notes then outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying 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, anything in this Indenture or in the Notes to the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by mail to all Noteholders owning Outstanding Notes.

Section 7.02. Remedies. (a) 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 the Bank or Noteholders owning not less than 25% in principal amount of the Notes then outstanding and 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.

(b) In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 7.01(b) hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and hereunder and shall assume all duties of the Paying Agent and Registrar.

Section 7.03. Rescission of Notice of Acceleration; 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 notice given pursuant to subclause (iii) of Section 4.01(a) hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given

by mail to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (iii) of Section 4.01(a) hereof has been reinstated to the amount covered by such Letter of Credit immediately preceding the giving of such notice by the Bank. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

(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, the Paying Agent, the Registrar and the Remarketing Agent respectively, 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. Anything in this Indenture to the contrary notwithstanding, the Noteholders owning a majority in 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.

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 hereinabove provided and unless also Noteholders of not less than 25% in 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 or more of the Noteholders shall have any right in any manner whatever by his 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 proceedings instituted by the Trustee shall be brought 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 to 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 of 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 Moneys. Any moneys received by the Trustee, by any receiver or by any Noteholder pursuant to any right given or action taken under provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Paying Agent or the Registrar, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had 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 moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, with interest on overdue installments, if lawful, at the rate of six per cent per annum, 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 the ordinance) with interest on such Notes at the rate of six per cent per annum from the respective dates upon which they became due 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 moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 7.10, 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, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(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 clause (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 moneys shall be applied in accordance with the provisions of clause (a) of this Section 7.10.

Whenever moneys are to be applied pursuant to this Section 7.10, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder 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 Various Parties.

Section 8.01. Appointment of Trustee. The City hereby appoints (i) _____, as Trustee, and (ii) _____, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance of the Trustee and of the Paying Agent and Registrar shall

be evidenced by their execution and delivery of this Indenture. The City and the Noteholders by their delivery and 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 Registrar'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 or the Paying Agent and Registrar, and the Trustee and the Paying Agent and Registrar do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Section 8.03. Limitations on Liability. (a) The Trustee or Paying Agent or Registrar 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 or Paying Agent or Registrar 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 or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

(b) The Registrar and the Paying Agent shall at all times have and perform only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Registrar or the Paying Agent. Neither the Registrar nor the Paying Agent nor any of their respective officers, employees, attorneys or agents shall be liable to the City, any Noteholder, the Remarketing Agent or the Bank for any action taken or omitted to be taken hereunder except for negligence or wilful misconduct provided that this sentence does not extend the duties established by, or limit the exculpatory effect of, any other provision of this ordinance, and provided further that the Paying Agent and Registrar shall not be liable for any error of judgment made in good faith by an officer of the Paying Agent and Registrar.

Section 8.04. Compensation, Expenses and Advances. (a) The Trustee, the Paying Agent and the Registrar under this Indenture shall be entitled to reasonable compensation for their 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 their 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 their negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Indenture shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this section, upon the

moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 5.11 hereof.

(b) The Remarketing Agent shall be entitled to compensation and the reimbursement of expenses as provided in the Remarketing Agreement.

Section 8.05. Notice of Events of Default. (a) 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 Noteholders owning at least 25% in principal amount of the Notes then outstanding.

(b) The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clauses (i) and (ii) or, upon having notice thereof, (iii) of Section 7.01(a) hereof.

Section 8.06. Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any of such capacities by any such entity shall require the resignation of such entity from all of such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

Section 8.07. Good Faith Reliance. The Trustee, the Paying Agent and the Registrar in the absence of bad faith on their 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, the Paying Agent and the Registrar 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.

Neither the Trustee, the Registrar, the Paying Agent, nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at his request unless his Note shall be deposited with such entity or 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, the Paying Agent and the Registrar may conclusively rely upon, a written instrument from the City signed by its Comptroller as to any fact or

circumstance concerning which the Trustee requests verification, the Trustee, the Paying Agent and the Registrar may conclusively rely upon a certificate signed by such Comptroller.

Section 8.08. Dealings in Notes and With City. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Notes issued hereunder for its 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 it did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, 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 Noteholders secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

The City, acting through its Comptroller and Treasurer, may buy, sell, own and hold any of the Notes issued hereunder for its own account; provided, however, that such Notes may only be bought through the Remarketing Agent and provided further however, that such Notes may only be sold or remarketed if the City has received an Opinion of Bond Counsel stating that such sale or remarketing will not adversely affect the exemption of interest on the Notes from federal income taxation.

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 Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of 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 at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating a successor and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty 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 and deliver to the City an instrument accepting such appointment hereunder.

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 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, the Paying Agent, Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

Section 8.12. Qualifications of Successor Trustee. Every successor Trustee (a) shall be a bank or trust company (other than the Bank) (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 \$50,000,000.

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.

Section 8.14. Acceptance of Trusts by Successor Trustee. 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(a) hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 8.15. Successor by Merger or Consolidation. 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, 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 of the rights and powers vested in it by this Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs;

provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under clause (iv) of Section 7.01(a) hereof, or toward 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 Noteholders of at least 25% in principal amount of the Notes 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 proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions 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 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.

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 reports to the Comptroller and the Bank as shall be reasonably requested in writing by the Comptroller and the Bank.

Section 8.18. Resignation of Paying Agent and Registrar. The Paying Agent and Registrar may resign and be discharged of the duties created by this Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Paying Agent and Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent and Registrar. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 8.22 hereof.

Section 8.19. Removal of Paying Agent and Registrar. The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a

successor, or an instrument or instruments in writing, designating and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty 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 Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Section 8.20. Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and Registrar 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 Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar 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 Paying Agent and Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

Section 8.21. Qualifications of Successor Paying Agent and Registrar. Every successor Paying Agent and Registrar (a) shall be a commercial bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof and (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.22. Judicial Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and the Registrar shall resign and no appointment of a successor Paying Agent and Registrar 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 Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent and Registrar.

Section 8.23. Acceptance of Duties by Successor Paying Agent and Registrar. Any successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights, powers hereunder of such predecessor Paying Agent and Registrar and, subject to the provisions of Section 8.04(a) hereof, such predecessor Paying Agent and

Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

Section 8.24. Successor by Merger or Consolidation. Any corporation into which any Paying Agent and Registrar 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 Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar 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 8.25. Duties of Paying Agent. The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

(a) to hold all sums held by it for the payment of the principal of or interest on Notes in trust for the benefit of the Noteholders until such sums shall be paid to such Noteholders or otherwise disposed of as herein provided;

(b) 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 and the Trustee at all reasonable times; and

(c) provide such information and reports to the Comptroller as shall be reasonably requested in writing by the Comptroller.

Section 8.26. Duties of Registrar. The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

(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 and the Trustee at all reasonable times; and

(b) to provide such information and reports to the Comptroller as shall reasonably be requested in writing by the Comptroller.

Section 8.27. Payments by Paying Agent and Registrar. Any provision of this Indenture to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent and no provision of this Indenture shall require the Paying Agent and Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Section 8.28. Remarketing Agent. The City hereby appoints _____ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Section 8.29. The Bank. The City hereby appoints _____ as the Bank, in its capacity as issuer of the Letter of Credit.

Section 8.30. Limitations upon Rights. Notwithstanding any other provision of this Indenture to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Indenture shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Indenture, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

Article IX.

Amendment 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 and subject to the provisions hereof.

Section 9.02. Amendments Without Noteholder Consent. (a) The City may, from time to time and at any time, without the

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

- (i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;
- (ii) to grant to or confer or impose upon the Trustee or the Paying Agent 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 or the Paying Agent 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 moneys, 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 clauses (i), (ii) or (iii) of Section 9.02(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 or the Paying Agent; and

(viii) to provide any amendment necessary for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

(b) Before the City shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee and the Paying Agent an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the respective terms thereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent 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 may, from time to time, with the written consent of the Bank, the Trustee, the Paying Agent and the consent of Noteholders of not less than 60% in aggregate principal amount of the Notes then outstanding (excluding therefrom any Notes then owned by the City), adopt 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 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 Paying Agent or 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 adopt any Supplemental Indenture for any of the purposes of this section, the Trustee shall cause the notice of the proposed Supplemental Indenture to be given by mail to all Noteholders owning 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 office of the Trustee for inspection by all Noteholders.

(c) Within two years after the date of the first mailing of such notice, the City, the Trustee and the Paying Agent may approve 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 its terms 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 exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent 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 or the Paying Agent from adopting, 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 Paying Agent, 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.

Section 9.05. Consent of Bank Required. Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Indenture which affects any rights, powers, remedies, agreements or obligations of the Bank under this Indenture, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Ordinance shall be furnished to the Bank, Moody's and S.&P., by the Trustee.

*Article X.**Miscellaneous.*

Section 10.01. Parties in Interest. (a) 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 Paying Agent, the Trustee, the Remarketing Agent, the Registrar 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 Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

(b) The provisions of this Indenture shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

Section 10.02. 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 10.03. 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 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 or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

Section 10.04. 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 10.05. Governing Law. The laws of the State of Illinois shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Indenture shall be governed by, and construed in accordance with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

Section 10.06. Notices. (a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, 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 Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at _____, Chicago, Illinois _____, Attention: Corporate Trust Department; if to the Paying Agent, other than with respect to tenders, at the address designated to the City and, with respect to tenders, at such other or similar address as shall be designated to the City; if to the Registrar or the Remarketing Agent, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. 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, telex or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination of the Letter of Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (c) of Section 5.05 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement (or the Custody Agreement executed in connection therewith), or the Remarketing Agreement which, in the opinion of the City, the Trustee or the Paying Agent, is deemed to be a material change, (vi) any replacement of the Remarketing Agent or (vii) any change in the interest rate determination method hereunder, directly to: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Municipal Department--Structured Finance Group, and to Standard and Poor's Corporation, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

Section 10.07. Business Days And Times.

(a) 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.

(b) All times for the making of any payment or the performance of any Act, as provided in this Indenture, shall mean the local time prevailing in the City of New York, New York.

Section 10.08. 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, Illinois has caused this Indenture to be executed by its Mayor, attested by its City Clerk and its corporate seal to be affixed hereto; _____ has caused this Indenture to be executed by one of its _____ Vice Presidents, attested by one of its _____ and its corporate seal to be affixed hereto; and _____ has caused this Indenture

to be executed by one of its _____ Vice Presidents, attested by one of its
_____, all as of the day and year first above written.

City of Chicago, Illinois

(Seal)

Mayor

Attest:

as Trustee

(Seal)

Vice President

Attest:

as Paying Agent

(Seal)

Vice President

Attest:

[Exhibits B and C attached to this agreement
unavailable at time of printing.]

Exhibit "A" attached to this agreement reads as follows:

Exhibit "A"

(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 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 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 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 Registered Note.

(Front Side)

Registered
No. _____

Principal Amount
\$ _____

United States Of America

State Of Illinois

City Of Chicago

General Obligation

Tender Note,

Series 1988 ____

Maturity

Date: _____

Redemption Date: _____

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (hereinafter 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 if purchased as provided herein and in the Indenture, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Dated Date (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal of this Note is payable at the principal corporate trust office of _____, New York, New York, or its successors or assigns, as Paying Agent (the "Paying Agent"). 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 Paying Agent in the manner provided in the Indenture.

If an Event of Default (as defined in the Indenture) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by _____, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as 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 as required by law.

No covenant or agreement contained in this Note or the Indenture shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the officials of the City, nor any official executing this Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under the Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

In Witness Whereof, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Mayor and City Comptroller and attested by the facsimile signature of the City Clerk.

(facsimile signature)

Mayor, City of Chicago

(facsimile signature)

City Comptroller, City of Chicago

(Seal)

Attest:

(facsimile signature)
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 Registrar

By _____
Authorized Signature

(Form Of Note -- Reverse Side).

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1988, of the City, consisting of Series 1988A, 1988B and 1988C (the "Notes"), issued under and pursuant to the Constitution and 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 _____ 1, 1988, between the City and the Trustee (the "Indenture"), for the purpose of providing funds to (i) finance current cash flow requirements of the City, (ii) anticipate the receipt of taxes levied for specific purposes by the City for the year 1988 and (iii) finance the acquisition of certain equipment for the City.

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

3. Source of Payments. The City has caused to be delivered to the Paying Agent 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 Paying Agent 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 Paying Agent 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 or purchased in lieu of redemption and not remarketed, plus (b) an amount equal to not less than seventy-two (72) nor more than two hundred fifteen (215) days' accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of 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 Paying Agent 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 and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on this Note will be paid at a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Fixed Rate as selected by the City and in certain cases the Remarketing Agent (as hereinafter defined) and as determined in accordance with the Indenture. While there exists an Event of Default under the Indenture, the interest rate on the Notes will be the rate of six percent (6%) per annum. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the interest rate determination method from time to time. A change in the method will result in redemption of the Notes (see "Redemptions" below).

When interest is payable at a Daily, Weekly or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 in leap years), and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate of six percent (6%) per annum.

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 was 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") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Daily	Calendar month	Fifth Business Day of the next month	Last Business Day of the month

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Weekly	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Commercial Paper	From 1 to 180 days as determined for each Note pursuant to the ordinance ("Commercial Paper Rate Period")	Last Day of applicable Commercial Paper Rate Period	Last Business Day before Interest Payment Date
Fixed	From any Interest Payment Date in such Fixed Rate Period or the first day of such Period through the next succeeding (i) June 30 or December 31 prior to maturity, (ii) December 30, at the time of maturity of Series 1988A Notes or (iii) October 30, at the time of maturity of the Series of 1988B Notes or the Series 1988C Notes	Next Day	(i) Prior to the maturity of any Series of Notes, the fifteenth day of the month (June or December) before the payment date and (ii) in connection with the maturity date of any Series of Notes, the fifteenth day of the month in which the maturity date occurs

"Business Day" is defined in the Indenture. Payment of defaulted interest will be made to holders of record on the fifth-to-last Business Day before payment.

6. Method of Payment. Holders must surrender Notes to the Paying Agent or the Remarketing Agent, as the case may be, to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the registered holder hereof as of the Record Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to such holder's registered address. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. 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 or by checks or wire transfers payable in such money. If any payment on the Notes is due on a non-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 Paying Agent to purchase a Note at its holder's option under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (see addresses below) by 10:30 A.M., New York City time, on a Business Day, stating the principal amount and Series of the Note and the date (which may be the date the notice is delivered) the Note is to be purchased, and

(b) the Note to the Remarketing Agent (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below).

Weekly Rate Tender. When interest on the Notes is payable at a Weekly Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (addresses below) on a Business Day stating the principal amount and Series of the Note and the date, which must be a Business Day at least seven days after the notice is delivered, on which the Note is to be purchased, and

(b) the Note to the Paying Agent by 10:00 A.M., New York City time, on the date of purchase (see additional requirements below).

Payment of Purchase Price. The purchase price for a Note tendered to the Paying Agent will be paid in immediately available funds by the close of business on the date of purchase.

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

Notices to
Remarketing Agent

Notes and Notices
to Paying Agent

Notes to
Remarketing Agent

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses. All tendered Notes must be accompanied by an instrument of transfer satisfactory to the Paying Agent or Remarketing Agent, executed in blank by the registered owner with the signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange.

No Tenders During Default. No Notes may be tendered during the existence of an Event of Default if the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable.

8. Redemptions. As provided below, the City has the right to purchase Notes in lieu of certain redemptions. By Acceptance Of This Note, The Owner Agrees To Sell And Surrender This Note, Properly Endorsed, To The City In Lieu Of Redemption Under The Conditions Described Below. All redemptions and purchases in lieu of redemption will be made in funds immediately available on the redemption or purchase date and will be at a redemption or purchase price of 100% of the principal amount of the Notes being redeemed or purchased plus interest accrued to the redemption or purchase date, except that interest accruing at a Daily or Weekly Rate will be paid on the Interest Payment Date following the redemption or purchase date. Notes tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender. No purchase of Notes by the City or advance 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 will not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Optional Redemption During Daily, Weekly or Commercial Paper Rate Period. When interest on the Notes is payable at a Daily or Weekly Rate, the Notes may be redeemed in whole at the option of the City on the first day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period but are subject to mandatory redemption during any such Period as provided in the second succeeding paragraph.

Mandatory Redemption at Beginning of Fixed Rate Period. When the Notes are to bear interest at a Fixed Rate, the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of the Fixed Rate. Noteholders may waive this redemption as provided below.

Mandatory Redemption on Each Interest Payment Date During Commercial Paper Rate Period. When Notes bear interest at a Commercial Paper Rate, each Note will be redeemed or purchased by the City in lieu of redemption on the Interest Payment Date of such Note. If Notes are scheduled to be redeemed under the following paragraph, the Notes will be

called under, and redemption will be governed by, that paragraph and not this paragraph. Noteholders may waive this provision as provided below.

Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes. On the effective date of the change in the method of determining the interest rate on the Notes (the four methods being Daily, Weekly, Commercial Paper or Fixed Rates) the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of such change. Owners of Notes may waive this redemption as provided below.

Waiver of Redemption. To waive redemption pursuant to one of the foregoing three paragraphs, Noteholders must deliver the Notes with respect to which such waiver is made to the Paying Agent at its address under "Tenders" above by the sixth-to-last Business Day before the redemption date (or on the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days) accompanied by an instrument executed by the owner (1) directing the City and the Paying Agent not to redeem such Notes (or the portion thereof specified therein), (2) agreeing not to sell such Notes or portion thereof prior to the redemption date, (3) agreeing not to exercise any tender applicable to such Notes prior to the redemption date, (4) acknowledging that such waiver is irrevocable and (5) when applicable, acknowledging that a current right to tender the Notes will not be available after the redemption date.

If the Notes are being redeemed due to a change in the method of determining interest to a Commercial Paper Rate:

(1) the waiver must also direct the City and the Paying Agent not to redeem such Notes for any subsequent Commercial Paper Rate Period established between the date of such waiver and the effective date of the change, and

(2) if the Remarketing Agent notifies the Paying Agent that the Notes are to be sold on the condition that the Noteholder designates an agent to hold such Notes on the owner's behalf for as long as the Notes bear interest at a Commercial Paper Rate, then the waiver must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any waiver of redemption shall be irrevocable and any right to tender such Note shall not be exercisable by the owner once the waiver has been given. A waiver shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. Also the failure by the owner timely to waive any redemption shall be binding on any subsequent owner of such Note or any Note delivered in substitution therefor.

Notwithstanding the foregoing, no waiver may be made with respect to any Note if the City has directed (or the Indenture requires) that such Note be redeemed and canceled.

Any Note received by the Paying Agent pursuant to a waiver shall be held in safekeeping for its owner and shall be returned to such owner (or his agent) on the redemption date.

Scheduled Mandatory Redemption of Series 1988C Notes. Series 1988C Notes are subject to mandatory redemption in the amount of \$ _____ on October 31 of each of the years 1990 and 1991, as provided in the Indenture, the particular Notes in \$100,000 or \$5,000, as the case may be, units of Notes to be selected by the Registrar.

No Optional Redemption During Fixed Rate Period. When the interest on the Notes is payable at a Fixed Rate, the Notes are not subject to redemption at the option of the City.

Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement.

Notice of Redemption. At least 30 days before each optional or scheduled mandatory redemption described in Section 8 hereof, the Trustee will mail a notice of redemption by first-class mail to each Noteholder at the holder's registered address. Notice of other redemptions shall be given as provided in the Indenture. Failure to give any required notice of redemption as to any particular Notes will not affect the validity of the call for redemption of any Notes in respect of which no failure occurs. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is required and given, and when Notes are to be redeemed without notice, Notes called for redemption become due and payable on the redemption date at the applicable redemption price, subject to the City's right to purchase Notes as provided above; in such case when funds are deposited with the Paying Agent sufficient for redemption or for purchase, interest on the Notes to be redeemed or purchased ceases to accrue as of the date of redemption or purchase.

9. Denominations; Transfer; Exchange. The Notes are in registered form without coupons in denominations of \$100,000 or any integral multiple of \$100,000, except that when interest is payable at a Fixed Rate Notes may be in denominations of \$5,000 or integral multiples of \$5,000. A holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a holder, 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 at the principal office of the Registrar upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered holder of this Note may be treated as the owner of it for all purposes.

11. Unclaimed Money. If money for the payment of principal, interest or purchase price remains unclaimed for two years, the Paying Agent will pay the money to or for the account of the City. After that, holders entitled to the money must look only to the City and not to

the Paying Agent or the Issuer of the Letter of Credit for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the ordinance may be amended or supplemented, with the consent of the holders of 60% in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City may amend or supplement the Indenture as described in the Indenture, to cure any ambiguity, omission, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, 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 an Event of Default occurs and is continuing, the Trustee, may, and at the written request of the holders of at least 25% in 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 ordinance or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. A member, director, officer or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the ordinance 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 Note.

15. Authentication. This Note shall not be valid until the Registrar signs the certificate of authentication on the other side of 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), 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 Note and irrevocably appoint _____ agent to
 transfer this Note 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 Note)

Signature guaranteed: _____

[Form Of Schedule To Be Attached To Notes Only When
 Notes Bear Interest At Commercial Paper Rate]

Commercial Paper Rates And Periods.

Beginning of Commercial Rate Period	End of Commercial Paper Rate Period (Mandatory Redemption Date)	Current Commercial Paper Rate	Signature of Paying Agent
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____

Exhibit "C".

The language in brackets shall be struck and the language in italics shall be added as follows:*

Note Redemption and Interest Fund
Series of 1980-504

Amounts to be levied in
[1987]*1988* for the payment
of notes and interest on
notes:

2005.0961 For payment of term notes

2005.0962 For payment of interest on
term notes

Total for principal and
interest

2020.0960 For loss in collection of
taxes

Total from Note
Redemption and Interest
Fund - 1980

-0-

-0-

Note Redemption and Interest Fund
Series of 1980-A-506

Amounts to be levied in
[1987]*1988* for the payment
of notes and interest on
notes:

2005.0961 For payment of term notes

* Originally published as pages 8597 through 8599 of the Journal of Proceedings on December 16, 1987.

2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1980A	<u>-0-</u>	<u>-0-</u>
	Bond Redemption and Interest Fund - 508		
	Amounts to be levied in [1987]1988 for the payment of bonds and interest on bonds:		
2005.0961	For interest on bonds		
2005.0962	For payment on bonds		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund	<u>\$269,000</u>	<u>\$269,000</u>

Code	Amounts Appropriated	Amounts Levied
------	-------------------------	-------------------

Note Redemption And
Interest Fund Series of
1984-C, 1985-C, 1986-C
and 1987-C - 509

Code		Amounts Appropriated	Amounts Levied
	Amounts to be levied in [1986]1988 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes		
2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1984-C, 1985-C 1986-C and 1987-C	<u>\$30,921,000</u>	<u>\$30,921,000</u>
	Bond Redemption and Interest Fund - 510		
	Amounts appropriated in [1987]1988 for the payment of bonds and interest on bonds:		
	For payment of bonds:		
	Community Improvement and Development -- 1975		
	Electric Street Lighting Installation and Improvement -- 1976		
	Emergency Communication/ Dispatch System -- 1977		
	Fire Department Apparatus -- 1976		

Code		Amounts Appropriated	Amounts Levied
	General Obligations, Series of April -- 1981		
	General Obligation Project Bond -- 1985		
	Refunding Series -- 1985		
	911 Universal Emergency Service System -- 1976		
	O'Hare Rapid Transit Extension -- 1977		
	Police Department Equipment -- 1977		
	Refuse Disposal Facilities Improvement -- 1976		
	Sewer -- 1973		
	Sewer -- 1977		
	Solid Waste Processing Plant -- 1973		
	Streets and Sanitation Department Equipment -- 1977		
2005.0912	Total for payment of bonds		
2005.0902	For interest on bonds		
	Total for specific purpose -- financial		
2020.0960	For loss in collection of taxes		
	Total from Bond Redemption and Interest Fund	<u>\$81,501,000</u>	<u>\$79,268,000</u>

Code		Amounts Appropriated	Amounts Levied
	Note Redemption and Interest Fund - 512		
	Amounts to be levied in [1987]1988 for the payment of notes		
2005.0961	For payment of term notes		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund [Series of 1987]	<u>\$146,564,823</u>	<u>\$146,564,823</u>

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AMENDMENT OF ORDINANCE ALLOCATING MOTOR FUEL TAX
FUNDS FOR CONSTRUCTION AND ENGINEERING
OF SPECIFIED STREETS.**

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the ordinance passed by the City Council on April 1, 1987 and appearing on pages 40729, 40732 and 40733 of the Council Journal, providing for the engineering of M.F.T. Project No. 87-06962-00-PV be amended to increase the allocation of Motor Fuel Tax funds from \$193,000.00 for an additional \$2,057,000.00, to a total of \$2,250,000.00 for the engineering and construction of said project, so that Section 1 of the said ordinance shall read as follows:

Section 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1987-3 M.F.T. Project No. 87-06962-00-PV for the construction and engineering of the following new streets:

South California Avenue	-- West 110th Street to West 109th Street
South California Avenue	-- West 107th Street to West 106th Street
South Fairfield Avenue	-- West 110th Street to West 109th Street
South Fairfield Avenue	-- West 109th Street to West 108th Street
South Talman Avenue	-- West 115th Street to West 114th Street
South Rockwell Street	-- West 113th Street to West 112th Street
South Maplewood Avenue	-- West 109th Street to West 108th Street
South Campbell Avenue	-- West 115th Street to West 114th Street
South Campbell Avenue	-- West 108th Street to West 107th Street
South Artesian Avenue	-- West 109th Street to West 108th Street
West 110th Street	-- South Campbell Avenue to South Artesian Avenue
West 109th Street	-- South Rockwell Street to South Campbell Avenue.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR NEW
STREET CONSTRUCTION AT VARIOUS
LOCATIONS.

The Committee on the Budget and Government Operations submitted seven (7) proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing the allocation of Motor Fuel Tax funds for new street construction at various locations.

On separate motions made by Alderman Bloom, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

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

New Street Construction 1988-1
Motor Fuel Tax Project No. 88-06965-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred and Forty-nine Thousand Dollars (\$149,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1988-1 M.F.T. Project No. 88-06965-00-PV, for the engineering of the following new streets:

North Neva Avenue	-- West Wellington Avenue to West Barry Avenue
North Neva Avenue	-- West Barry Avenue to West Belmont Avenue
North Nottingham Avenue	-- West Wellington Avenue to West Barry Avenue
North Nordica Avenue	-- West Wellington Avenue to West Barry Avenue
North Mango Avenue	-- West Fullerton Avenue to West Altgeld Street
West Palmer Street	-- North Narragansett Avenue to North Mulligan Avenue
West Palmer Street	-- North Mulligan Avenue to North Mobile Avenue
West Palmer Street	-- North Mobile to North Merrimac Avenue
West Palmer Street	-- North Merrimac Avenue to North Melvina Avenue
West Wrightwood Avenue	-- North Mango Avenue to the north and south alley first east of North Mango Avenue, approximately 130 feet
West Wellington Avenue (north 1/2)	-- North Odell Avenue to North Octavia Avenue
West Fletcher Street	-- North Narragansett Avenue to North Mobile Avenue
West Grace Street	-- North Oriole Avenue to North Oleander Avenue

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Street Construction 1988-2
Motor Fuel Tax Project No. 88-06966-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred and Eighty-seven Thousand Dollars (\$187,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1988-2 M.F.T. Project No. 88-06966-00-PV, for the engineering of the following new streets:

South Genoa Avenue	-- West 97th Street to West 96th Street
South Morgan Street	-- West 119th Street to West 118th Street
South Sangamon Street	-- West 123rd Street to West 122nd Street
South Sangamon Street (west 1/2)	-- West 117th Street to the existing pavement north, approximately 200 feet
South Union Avenue	-- West 111th Street to West 110th Street
South Parnell Avenue	-- West 106th Street to West 105th Street
South Eggleston Avenue	-- West 102nd Street to West 101st Street
South Eggleston Avenue	-- West 100th Street to West 99th Street
South Princeton Avenue	-- West 89th Street to West 88th Street
South Princeton Avenue	-- West 88th Street to South Holland Road
West 114th Place	-- South Throop Street to South Elizabeth Street

West 114th Place	-- South Elizabeth Street to South Racine Avenue
West 114th Street	-- South Emerald Avenue to South Union Avenue
West 105th Place	-- South Church Street to South Vincennes Avenue
West 105th Street	-- South Wallace Avenue to South Parnell Avenue
West 105th Street	-- South Parnell Avenue to South Normal Avenue

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Street Construction 1988-3
Motor Fuel Tax Project No. 88-06967-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Ninety-six Thousand Dollars (\$96,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1988-3 M.F.T. Project No. 88-06967-00-PV, for the engineering of the following new streets:

South Colfax Avenue	-- East 83rd Street to East 82nd Street
South Colfax Avenue	-- East 82nd Street to East 81st Street
East 74th Street	-- South Stony Island Avenue to South East End Avenue
East 74th Street	-- South Bennett Avenue to South Jeffery Boulevard
East 74th Street	-- South Paxton Avenue to South Luella Avenue

East 74th Street

-- South Luella Avenue to South
Crandon Avenue

East 74th Place

-- South Phillips Avenue to South
Kingston Avenue

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If It should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Street Construction 1988-4
Motor Fuel Tax Project No. 88-06968-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred and Sixty-one Thousand Dollars (\$161,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1988-4 M.F.T. Project No. 88-06968-00-PV for the engineering of the following new streets:

South Muskegon Avenue	-- East 132nd Street to East 131st Street
South Muskegon Avenue	-- East 131st Street to East 130th Street
South Escanaba Avenue	-- East 132nd Street to East 131st Street
South Escanaba Avenue	-- East 131st Street to East 130th Street
South Brandon Avenue	-- East 132nd Street to East 131st Street
South Mackinaw Avenue	-- East 134th Street to East 133rd Street
South Avenue N	-- East 133rd Street to East 132nd Street
South Avenue N	-- East 132nd Street to East 131st Street

East 131st Street	-- South Manistee Avenue to South Muskegon Avenue
East 131st Street	-- South Muskegon Avenue to South Escanaba Avenue
East 131st Street	-- South Avenue O to South Avenue N
East 131st Street	-- South Avenue N to South Avenue M

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Street Construction 1988-5
Motor Fuel Tax Project No. 88-06969-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred and Thirty-five Thousand Dollars (\$135,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1988-5 M.F.T. Project No. 88-06969-00-PV, for the engineering of the following new streets:

South Central Park Avenue	-- West 116th Place to West 116th Street
South Central Park Avenue	-- West 116th Street to West 115th Place
South St. Louis Avenue	-- West 117th Street to West 116th Place
South St. Louis Avenue	-- West 116th Place to West 116th Street
South St. Louis Avenue	-- West 116th Street to West 115th Place
South St. Louis Avenue	-- West 115th Place to West 115th Street
South Homan Avenue (west 1/2)	-- West 117th Street to West 116th Place

South Homan Avenue (west 1/2)	-- West 116th Place to West 116th Street
South Homan Avenue (west 1/2)	-- West 116th Street to West 115th Place
South Homan Avenue (west 1/2)	-- West 115th Place to West 115th Street
West 116th Place	-- city limits west of South Central Park Avenue to South Central Park Avenue
West 116th Place	-- South St. Louis Avenue to South Homan Avenue
West 116th Street	-- city limits west of South Central Park Avenue to South Central Park Avenue
West 115th Place	-- city limits west of South Central Park Avenue to South Central Park Avenue
West 115th Place	-- South Central Park Avenue to South St. Louis Avenue
West 115th Place	-- South St. Louis Avenue to South Homan Avenue

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the costs thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax Project or Motor Fuel Tax funds allocated for any other project

shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Street Construction 1988-6
Motor Fuel Tax Project No. 88-06970-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred and Eighty-three Thousand Dollars (\$183,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1988-6 M.F.T. Project No. 88-06970-00-PV, for the engineering of the following new streets:

South Oglesby Avenue

-- East 102nd Street to East 101st
Street

South Yates Avenue	-- East 103rd Street to East 102nd Street
South Yates Avenue	-- East 102nd Street to East 101st Street
South Yates Avenue	-- East 97th Street to East 96th Street
South Bensley Avenue	-- East 101st Street to East 100th Street
South Bensley Avenue	-- East 100th Street to East 99th Street
South Calhoun Avenue	-- East 103rd Street to East 102nd Street
South Calhoun Avenue	-- East 102nd Street to East 101st Street
South Calhoun Avenue	-- East 101st Street to East 100th Street
South Hoxie Avenue	-- East 102nd Street to East 101st Street
South Hoxie Avenue	-- East 97th Street to East 96th Street
East 96th Street	-- South Calhoun Avenue to South Colfax Avenue

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Street Construction 1988-7
Motor Fuel Tax Project No. 88-06971-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Eighty-five Thousand Dollars (\$85,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1988-7 M.F.T. Project No. 88-06971-00-PV, for the engineering of the following new streets:

West North Shore Avenue	-- North Oketo Avenue to North Odell Avenue
West North Shore Avenue	-- North Odell Avenue to North Octavia Avenue
West Greenleaf Avenue	-- North Odell Avenue to North Octavia Avenue
West Fitch Avenue	-- North Odell Avenue to North Octavia Avenue
West Fitch Avenue	-- North Octavia Avenue to North Harlem Avenue
West Albion Avenue (south 1/2)	-- North Newcastle Avenue to North Oak Park Avenue
West Albion Avenue (south 1/2)	-- North Oak Park Avenue to North Normandy Avenue
West Albion Avenue (south 1/2)	-- North Normandy Avenue to North Natoma Avenue
West Albion Avenue (south 1/2)	-- North Natoma Avenue to North Milwaukee Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

AMENDMENT OF ORDINANCE AMENDING 1988
ANNUAL APPROPRIATION ORDINANCE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management and control of its finances is a matter within the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The ordinance amending the Annual Appropriation Ordinance for the year 1988, passed by the City Council on April 13, 1988, and published at page 11973 of the Journal of Proceedings of the City Council of said date, is hereby amended by striking the

words and figures indicated, and inserting the words and figures indicated, in the attached exhibit.

SECTION 2. This ordinance shall take effect upon its passage and approval.

Exhibit attached to this ordinance reads as follows:

Corrections And Revisions Of 1988 Appropriation Ordinance.

Page	Code	Department and Item	Strike No. Amount	Insert No. Amount
100 - CORPORATE				
		Department of Finance General - 99-2005		
		Strike This Section:		
11975	.9050	For expenses in connection with the activities of the Economic Development Commission: to be expended at the direction of the Chairman of the Economic Development Commission	300,000	400,000
		Insert This Section:		
	.9050	For expenses in connection with the activities of the Economic Development Commission: to be expended at the direction of the Chairman of the Economic Development Commission	200,000	300,000

300 - VEHICLE TAX

Department of Streets and
Sanitation - Bureau of
Street Operation - 81-2015

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		Strike This Section:				
11975	.9016	Expenditure of anticipated revenues for alley grading to be expended with the approval of the Budget Director				377,820
		Insert This Section:				
	.9017	Expenditure of anticipated revenues for alley grading to be expended with the approval of the Budget Director				377,820

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

MUNICIPAL CODE CHAPTER 173.1, VARIOUS SECTIONS, AMENDED
BY TRANSFER OF FUNCTIONS REGARDING STATE
STREET MALL VENDORS FROM DEPARTMENT
OF CONSUMER SERVICES TO
DEPARTMENT OF PUBLIC
WORKS.

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

CHICAGO, April 27, 1988.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration,

a proposed ordinance to amend Chapter 173.1, Section 173.1-1(b) of the Municipal Code of Chicago, transferring various functions regarding vendors on the State Street Mall from the Department of Consumer Services to the Department of Public Works,

recommends that Your Honorable Body do *Pass* a proposed substitute ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

The following is said ordinance as passed:

SECTION 1. Chapter 173.1 of the Municipal Code of the Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

173.1-1. Whenever used in this [Chapter] *chapter*,

[(a) "Department of Consumer Services" means the Department of Consumer Services of the City of Chicago.]

(a) [(b)] "Commissioner" means the Commissioner of [Consumer Services] *Public Works* [of the City of Chicago].

[(c)] "Board of Health" means the Board of Health of the City of Chicago.]

[(d)] "Department of Health" means the Department of Health of the City of Chicago.]

[(e)] "Commissioner of Health" means the Commissioner of Health of the City of Chicago.]

(b) [(f)] "State Street Mall" means the sidewalk adjoining State Street from the south edge of Wacker Drive to and including the north edge of Congress Parkway [in the City of Chicago].

[(g)] "State Street Mall Vendor's License" means a license issued pursuant to this Chapter.]

(c) [(h)] "Pushcart" means a wheeled vehicle propelled solely by human power [,] and constructed in accordance with a design approved by the Commissioner.

(d) [(i)] "Food" means solid food and beverages allowed to be sold in accordance with this [Chapter] *chapter*.

[(j)] "Licensee" means a person to whom a State Street Mall Vendor's License has been issued.]

[(k)] "Person" means any natural individual, firm, trust, partnership, association, or corporation in his or its own capacity or as administrator, conservator, executor, trustee, receiver, or other representative appointed by a court. Whenever the word "person" is used in any section of this Chapter prescribing a penalty or fine as applied to partnerships or associations, the word shall include the partners or members thereof, and such word as applied to corporations shall include the officers, agents, or employees thereof who are responsible for any violation of said section.]

173.1-2. Notwithstanding any provision[s] of any other [Chapter] *chapter* of this [Municipal Code] *code* or any regulation promulgated thereunder, it shall be lawful to sell food and [cut flowers] *merchandise* on the State Street Mall [in accordance with the provisions of] *as provided in* this [Chapter] *chapter*.

173.1-3. No person shall sell merchandise or food of any description on the State Street Mall without first having obtained a State Street Mall Vendor's License.

173.1-4. The sale of merchandise and food on the State Street Mall shall be limited to the following items [and no other], the public health [,] and necessity requiring [said] *such* limitation: popcorn; nuts and nutmeats; fruit juices; fresh fruit sold by the piece or by individual serving, and not by weight; hot pretzels; frozen desserts; [coffee, tea and other] non-alcoholic beverages; condiments and seasonings approved by the Commissioner of Health to be served with any of the above described foods; cut flowers;

balloons; and such other similar items as may be approved in writing by the Commissioner of Health.

173.1-5. Application for a State Street Mall Vendor's License shall be made in writing on a form provided by the Commissioner [,] and signed and sworn to by the applicant or, if the applicant is a corporation, by its duly authorized agent. Each application shall contain:

- (a) The full name, residence address and business address of the applicant;
- (b) The business telephone number of the applicant;
- (c) The class of license applied for;
- (d) A description of the item or items to be sold;
- (e) The name and address of at least one individual possessing a valid certificate of registration in food handling, issued by the [Board] *Department of Health*, who will supervise the sale of food by the applicant;
- (f) Any such other information as may be required by the Commissioner or by the *Department of Health*.

173.1-6. Each corporate applicant for a State Street Mall Vendor's License shall be organized or qualified to do business under the laws of the State of Illinois.

173.1-7. The fee for application for a State Street Mall Vendor's License shall be \$5.00 payable at the time of application, which fee shall be non-refundable; provided, however, that upon the granting of a license, the amount of the application fee shall be credited to the fee for [said] *such* license.

173.1-8. (a) The maximum number of State Street Mall Vendor's Licenses shall be 36, public convenience, health [and necessity] and the safety of [existing] pedestrian traffic on the State Street Mall requiring such limitation.

(b) The Commissioner may by rule restrict the use of any licenses issued hereunder to the sale of cut flowers, *balloons* or any type or types of food described in [this Chapter] *Section 173.1-4*. Such restrictions shall be based on consumer demand for a product, availability of a product and the season of the year. Such restrictions shall be published before the date for the filing of applications.

173.1-9. (a) State Street Mall Vendor's Licenses shall be divided into two classes as follows:

[(a)] (1) Annual licenses shall expire on the 31st day of December following the date of issue. Annual licenses shall be issued for those products which the Commissioner determines to be in general demand and supply throughout the year. The fee for an annual license shall be \$500.

[(b)] (2) Seasonal licenses shall expire on the earliest of the 31st day of March, the 30th day of June, the 30th day of September or the 31st day of December following the date of issue. Seasonal licenses shall be issued for the sale of products which the Commissioner determines to be in demand or in supply on a seasonal basis only.

(b) The Commissioner shall determine by rule the number of State Street Mall Vendor's Licenses in each class. Such rule shall be published before the date for the filing of application.

173.1-10. Application for all licenses issued hereunder shall be filed no more than 30 days and no less than 15 days before the effective date of the license applied for.

173.1-11. (a) Upon receipt of an application for a State Street Mall Vendor's License, the Commissioner shall examine the qualifications of the applicant, including the quality and type of produce described in the application, the proposed manner of display and packaging of [said] *such* product, and the financial ability of the applicant to provide a wholesome and healthful product and to maintain or replace the equipment necessary for the display and sale of such product. If the Commissioner finds that the applicant fails to meet the requirements promulgated hereunder, the Commissioner shall deny the application.

(b) In issuing licenses for the first license period under this [Chapter] *chapter*, if the number of qualified applicants for any category of State Street Mall Vendor's [License] *Licenses* exceeds the number of such licenses available, the Commissioner shall grant all such available licenses by the random selection of qualified applicants. In all subsequent license periods, preference shall be given to applicants holding current licenses hereunder, and the remainder of available licenses, if any, shall be granted by random selection of qualified applicants.

173.1-12. Each licensee shall sell and offer for sale only the item or items specified in his current license, exclusively from a pushcart situated at the location and during the hours determined by the Commissioner.

173.1-13. (a) All licensees and their employees shall be subject to [and comply with] all applicable *provisions of Chapters 95 and 130 of this code, and the rules and regulations promulgated thereunder, concerning the handling and purveying of food.* [requirements and standards for dispensing and purveying food contained in Chapter 130 of this Municipal Code, as amended, and the rules and regulations promulgated thereunder.] the [Board] *Commissioner* of Health shall implement this [Section] *section* [by rules and regulations] and may issue [additional] rules and regulations governing the sanitary practices of State Street Mall Vendors.

[(b)] All food held, offered for sale or sold by licensees shall be subject to and comply with all applicable requirements for such food of this Municipal Code and the rules and regulations promulgated hereunder.]

[173.1-14.] (b) It shall be the duty of every licensee to permit inspections to be made and, when required, to furnish samples of any foods kept or offered for sale by such

licensee as often as may be deemed necessary to determine that the foods are free from adulteration, are not misbranded, *and* do not contain an excessive number of micro-organisms or their toxins. The licensee shall answer all reasonable and proper questions and furnish records of the sampled product. Such samples shall be examined or analyzed by or under the direction of the Department of Health, and a record of each such examination or analysis shall be made and kept in its office.

(c) The Department of Health may, upon written notice to the licensee or employee thereof, place a "Held for Inspection" order on any food which it determines or has probable cause to believe [to be] is unwholesome or otherwise adulterated or misbranded. At the request of the licensee, foods so held for inspection shall be permitted to be suitably stored pending analysis reports or voluntarily denatured and disposed of under Department of Health supervision. It shall be unlawful for any person to remove the tag placed on the food by the Department of Health[, nor shall] *or to remove* such food containers [be removed] from the pushcart [or destroyed] without permission of the Department of Health except on order of a court of competent jurisdiction. The Department of Health may vacate the "Held for Inspection" order [or] *and* may by written order direct the owner or person in charge of the food to denature or destroy such food or [to] bring it in compliance with the *relevant regulatory* provisions [of this Chapter,] or dispose of it for *such* non-human use as may be approved by the Department of Health[. Provided] *;provided*, however, that such an order of the Department of Health to denature or destroy such food shall be stayed[, if the order is appealed to a court of competent jurisdiction within three days. Nothing in this section shall preclude any court action based upon the finding of unwholesome or adulterated foods.

(d) It shall be the duty of the Commissioner of Health to notify the Commissioner of Public Works of any citation issued by the Department of Health against a State Street Mall Vendor and the disposition thereof.

[173.1-15.] 173.1-14. (a) The Commissioner, with the advice of the State Street Mall Commission, [created by this Municipal Code,] shall formulate rules and regulations regarding the following:

- (1) The size, color and other specifications for pushcarts to be used by State Street Mall Vendors.
- (2) The location of sites from which State Street Mall Vendors shall conduct business. Two [(2)] such sites shall be designated on each side of State Street for each section of State Street bisected by a through street.
- (3) The mandatory and permitted hours of operation of State Street Mall Vendors. Such hours of operation need not be uniform throughout the license year, but may be varied based on seasonal differences[, and special events.
- (4) The determination of monthly location changes by licensees [between] *among* the locations designated by the Commissioner under subsection (a) (2) [of this Section].

[(5) Any other matter pertaining to this Chapter.]

(b) Proposed rules and regulations shall be published in a newspaper of general circulation in the [City of Chicago] city no fewer than ten [(10)] and no more than twenty [(20)] days prior to the effective date thereof; the effective date shall also be set out in such publication. *In addition, each current licensee shall be given written notice, by first-class mail, of the proposed rules and regulations.* During the period between the publication and the effective date of such rules and regulations, the Commissioner shall accept and consider comments and may hold [formal or informal] public hearings thereon. The Commissioner may also amend the proposed rules and regulations during such period, without further publication. On the published effective date, the proposed rules and regulations, as amended, shall be published in final form and shall take effect. Rules and [Regulations] *regulations* shall be maintained in the offices of the Department of *Public Works* [Consumer Services and shall be available] for public inspection during [ordinary] business hours.

[173.1-16. No transfer of ownership shall be allowed on any license issued hereunder.]

[173.1-17.] *173.1-15.(a)* Each State Street Mall Vendor shall have affixed to such Vendor's pushcart a sticker license emblem which shall bear the words ["Chicago"] "State Street Mall Vendor", [numerals designating] the year and, where applicable, the season for which the Vendor is licensed, a reproduction of the corporate seal of the [City of Chicago] city and the names of the Mayor and the City Clerk. Such emblem shall be obtained from the City Clerk at the time the license is issued. The Commissioner shall prescribe by regulation the manner and place of display on pushcarts.

(b) State Street Mall Vendor Licenses shall not be transferable.

[173.1-18. Any person violating any of the provisions of this Chapter or the rules and regulations promulgated hereunder shall be fined not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00). A separate and distinct offense shall be deemed to be committed for each day any person continues to violate any of the provisions of this Chapter or rules and regulations promulgated hereunder. In addition to the fines hereinabove provided for, the Commissioner may revoke the license of any licensee hereunder if such licensee is convicted of two or more violations of this Chapter or of the rules and regulations promulgated hereunder within any twelve month period and may reject an application for license under this Chapter by an applicant who has been so convicted, however, if any violation shall concern sections 173.1-13 or 173.1-14, then it shall be the Commissioner of Health rather than the Commissioner who may revoke any such license or issue citations to the licensee.]

[173.1-19. The invalidity of any section or part of any section of this Chapter, or any rule or regulation promulgated hereunder, shall not affect the validity of any other section or part thereof or rule or regulation.]

173.1-16.(a). Any person who violates any provision of this chapter, or any rule or regulation promulgated pursuant to this chapter, shall be fined not less than \$200.00 and not more than \$500.00. A separate and distinct offense shall be deemed to be committed each day such violation continues.

(b) If a person is found by a court to have committed within a twelve-month period two or more violations of this chapter, chapter 95 or chapter 130, or of the rules and regulations promulgated pursuant to such chapters, the Commissioner may revoke any license issued to such person under this chapter and may reject the application of such person for a new license under this chapter.

SECTION 2. This ordinance shall be in full force and effect upon its passage.

WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted nine (9) proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at various locations.

On separate motions made by Alderman Bloom, each of the said proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 40.

Nays -- Aldermen Krystyniak, Mell, Kotlarz -- 3.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Altgeld Street, from North Greenview Avenue to North Southport Avenue: 686 feet of 8-inch ductile iron water main; and in North Janssen Avenue, from West Altgeld Street to West Fullerton Avenue: 647 feet of 8-inch ductile iron water main, at the total estimated cost of \$212,038.21 chargeable to the Capital Improvement Account Number 200-87-3120-005 (W-706) Construction.

The above work is to be done under Order No. A-00647.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Hollywood Avenue, from North Clark Street to North Glenwood Avenue: 1,115 feet of 8-inch ductile iron water main, at the total estimated cost of \$171,392.28 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00637.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Marmora Avenue, from West Eastwood Avenue to West Leland Avenue: 333 feet of 8-inch ductile iron water main, at the total estimated cost of \$49,574.34 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00622.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Nelson Avenue, from North California Avenue to North Sacramento Avenue: 1,491 feet of 8-inch ductile iron water main; and in North Sacramento Avenue, from West Fletcher Street to 280 feet S.S.L. of West Fletcher Street: 323 feet of 8-inch ductile iron water main, at the total estimated cost of \$287,544.94 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00648.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East North Avenue, from North State Parkway to North Lake Shore Drive: 764 feet of 12-inch ductile iron water main, at the total estimated cost of \$110,382.37 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00640.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Karlov Avenue, from West Wabansia Avenue to West Cortland Avenue: 1,415 feet of 8-inch ductile iron water main; and in West Cortland Avenue, from North Kedvale Avenue to North Keystone Avenue: 664 feet of 8-inch ductile iron water main, at the total estimated cost of \$313,793.40 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00644.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 18th Place, from South Ashland Avenue to South Paulina Street: 660 feet of 8-inch ductile iron water main, at the total estimated cost of \$93,436.05 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00642.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 34th Place, from South Western Avenue to 480 feet W.W.L. of South Western Avenue: 484 feet of 8-inch ductile iron water main, at the total estimated cost of \$81,685.99 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00649.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 38th Place, from South Kedzie Avenue to 540 feet W.W.L. of South St. Louis Avenue; and in South St. Louis Avenue, from West 38th Street to West Pershing Road: 2,586 feet of 8-inch ductile iron water main and 631 feet of 12-inch ductile iron water main, at the total estimated cost of \$487,914.43 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00623.

COMMITTEE ON CAPITAL DEVELOPMENT.

ACCEPTANCE OF STATUS REPORTS CONSIDERED BY COMMITTEE ON CAPITAL DEVELOPMENT.

The Committee on Capital Development submitted the following committee report:

CHICAGO, April 13, 1988.

To the President and Members of the City Council:

Your Committee on Capital Development met on March 31, 1988 for the purpose of acquiring a status report on City Wide Capital Improvement Workshops held during the latter part of October and the first of November, also a status of the final package of the City of Chicago's Five Year Capital Improvement Programs.

It was found that both departments are working together in the final completion of the program and the final product should be completed by the middle or last of June 1988.

It is requested that the proceedings from the Capital Development meeting become a part of the City Council Journal.

Respectfully,
(Signed) ED SMITH,
Chairman.

On motion of Alderman Smith, the said committee and status reports were *Accepted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

Nays -- None.

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

The following is said status report as accepted:

1988--1992 Capital Improvement Program

Status Report.

March 31, 1988.

Schedule

Activity

March

All departmental requests received by Budget Office and Planning Department. All requests computerized.

Schedule	Activity
April 5--12	Budget Office holds departmental hearings on capital requests.
April	O.B.M. develops funding projections for 5- year period. Requests reviewed by O.B.M. against available funding, community requests, and operating budget impacts.
Early May	O.B.M. recommends projects for inclusion in 1988--1992--C.I.P. Recommendations submitted to Infrastructure, Development, Regulatory and Human Services subcabinets for review and comment. Recommendations submitted to Capital Development Committee for review.
Late May	Based upon above mentioned reviews, O.B.M. develops final Capital Improvement Program.
Mid June	1988--1992 Capital Improvement Program released.
July/August	Community Workshops held. Analysis of the impact of last year's workshop on 1988--1992 C.I.P. Receive requests for input into next year's program.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

Re-Referred -- EXECUTION OF INTERAGENCY AGREEMENT WITH
CITY AND STATE FOR IMPLEMENTATION OF LOCAL
CRIME LABORATORY UPGRADE PROGRAM.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Police, Fire and Municipal Institutions a

proposed ordinance authorizing an Interagency Agreement between the City of Chicago and the State of Illinois for implementation of the Local Crime Laboratory Upgrade Program.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Police, Fire and Municipal Institutions*.

Re-Referred -- EXECUTION OF REDEVELOPMENT/LOAN
AGREEMENT WITH 4441--4447 SOUTH
GREENWOOD ASSOCIATES.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Finance a proposed ordinance for the execution of an Illinois Redevelopment/Loan Agreement in the amount of \$535,087.00 for 4441--4447 South Greenwood Associates.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Finance*.

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 21,
SECTION 21-42 TO INCLUDE ZONING ADMINISTRATOR
AS MEMBER OF CHICAGO PLAN COMMISSION
AND TO REDUCE QUORUM
REQUIREMENT.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Buildings a proposed ordinance amending Chapter 21, Section 21-42 of the Municipal Code to include the Zoning Administrator as a member of the Chicago Plan Commission and to reduce the quorum requirement from eight to six members.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Buildings*.

Re-Referred -- CREATION OF "THE CITY OF CHICAGO MOBILE
HOME LANDLORD AND TENANT RIGHTS ACT, AND
MOBILE HOME SAFETY ACT" TO REGULATE
MOBILE HOME PARKS.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Buildings a proposed ordinance for the creation of "The City of Chicago Mobile Home Landlord and Tenant Rights Act, and Mobile Home Safety Act" to regulate mobile home parks in the City of Chicago.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Buildings*.

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 179
BY SUBSTITUTING THEREIN NEW CHAPTER ENTITLED
"MOBILE HOME PARKS".

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Buildings a proposed ordinance amending Chapter 179 of the Municipal Code by substituting therein a new chapter entitled "Mobile Home Parks".

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Buildings*.

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
200.10 IN REFERENCE TO CHICAGO VEHICLE
FUEL TAX.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Finance a proposed ordinance amending Chapter 200.10 of the Municipal Code in reference to the Chicago Vehicle Fuel Tax.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Finance*.

**· COMMITTEE ON LAND ACQUISITION, DISPOSITION
AND LEASES.**

**COMMISSIONER OF STREETS AND SANITATION AUTHORIZED
TO NEGOTIATE FOR ACQUISITION OF PROPERTY AT
EAST 91ST STREET AND SOUTH COTTAGE
GROVE AVENUE FOR USE BY
DEPARTMENT OF STREETS
AND SANITATION.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Streets and Sanitation or the designee of the Department of General Services to negotiate for acquisition of a garage building and adjacent vacant lot at East 91st Street and South Cottage Grove Avenue for use by the Department of Streets and Sanitation.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, 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 Department of Streets and Sanitation is in need of an additional facility for the storage and maintenance of vehicles and stockpiling of salt used in the ordinary course of its business; and

WHEREAS, The Department of Streets and Sanitation has identified a garage and vacant lot located adjacent to its existing regional facility at 91st Street and South Cottage Grove Avenue, which is suitable for this purpose; now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the city acquire for use by the Department of Streets and Sanitation, a garage building located adjacent to its existing facility at 91st Street and

South Cottage Grove Avenue to be used for storage and maintenance of vehicles. Said property is legally described as follows:

Lots 10 and 11 in Block 8 in Dauphin Park a subdivision of that part of the North three quarters of the West half of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

SECTION 2. The Commissioner of the Department of Streets and Sanitation or the designee of the Department of General Services is authorized to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance. The acquisition costs for this property shall be paid from the Vehicle Tax Fund.

In case the Commissioner or the designee of the Department of General Services agrees with the owner or owners of said property upon a purchase price, said price shall be subject to the approval of the City Council.

SECTION 3: In case of the inability of the Commissioner or designee of the Department of General Services to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown or they are non-residents of the State of Illinois, the Commissioner or designee of the Department of General Services shall report such fact to the Corporation Counsel. Upon receipt of such report the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

SECTION 4. This ordinance shall be effective upon its passage.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
FOR ACQUISITION OF PARCEL CR-520 NECESSARY
FOR SOUTHWEST RAPID TRANSIT PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for acquisition of Parcel CR-520, which is necessary for the Southwest Rapid Transit Project.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, 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 by ordinances dated October 1, 1984, (pages 9803 to 9807 of the Council Journal) and April 1, 1987, (pages 40763 to 40871 of the Council Journal) found it necessary and advantageous to acquire rights of way, easements and such other property interests for the construction and operation of the Southwest Transit Project; and

WHEREAS, Said ordinances further authorized the Commissioner of Public Works to acquire certain described parcels of real property for the Southwest Transit Line; and

WHEREAS, It has been determined that it is useful, necessary and advantageous to acquire an additional parcel for the Southwest Transit Project; and

WHEREAS, The General Assembly in Chapter 110, Paragraph 7-103 of the Illinois Revised Statutes has authorized the use of Quick Take Proceedings by the City of Chicago for the purposes set forth in Chapter 24, Paragraph 11-61-1a of the Illinois Municipal Code as now hereafter amended for the extension of rapid transit lines; and

WHEREAS, It is the intent of the City Council to describe the parcels of real property that are useful, necessary and advantageous to aid the Southwest Transit Project; now, therefore,

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

SECTION 1. It is useful, necessary and advantageous and in the public interest to acquire the property legally described herein for the Southwest Transit Project.

SECTION 2. The necessary property to be acquired for the Southwest Transit Project, which has been identified as Parcel CR-520, is legally described in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. The Commissioner of Public Works is hereby authorized to negotiate with the owners of the above described property to acquire the property for the Southwest Transit Project. In the event a settlement is reached with an owner, the Commissioner is further authorized to acquire the parcel at the agreed price, subject to the approval of the Urban Mass Transportation Administration and the Illinois Department of Transportation and all applicable federal and state regulations.

SECTION 4. In the event the Commissioner is unable to negotiate or agree with the owner of the parcel, or the owner is unable to clear title to the parcel, the Commissioner shall report such facts to the Corporation Counsel and the Corporation Counsel is hereby authorized to institute eminent domain proceedings to acquire said parcel in accordance with the laws of the State of Illinois.

SECTION 5. It is further determined that it is necessary to expeditiously acquire the above described property to comply with the Southwest Rapid Transit Right of Way Acquisition Schedule adopted by ordinance dated April 1, 1987 (pages 40763 to 40871 of the Council Journal).

SECTION 6. The Corporation Counsel is hereby authorized and directed to exercise "Quick Take Powers" pursuant to the provisions of Illinois Revised Statutes Chapter 110, Sections 7-103 through 7-112.

SECTION 7. This ordinance shall be in full force and effect immediately upon and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Parcel CR 520.

South West Transit Project.

Parcel 1:

The Northeasterly 31 feet of the following described tract of land as measured perpendicular to the Northeasterly line of said tract of land:

That part of the South 1/2 of the South 1/2 of the North East 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a point in the West line of said South 1/2 which is 33 feet north of the South West corner thereof and running thence east along a line 33 feet north of and parallel to the South line of said South 1/2 a distance of 700 feet; thence northwestwardly along a straight line to a point in the West line of said south 1/2 which is 294.43 feet north of said south west corner of said south 1/2; thence south along the West line of said South 1/2 a distance of 261.43 feet to the point of beginning, (excepting the south 10 feet thereof), in Cook County, Illinois.

Parcel 2:

The south 10 feet of the following described tract of Land: That part of the South 1/2 of the South 1/2 of the North East 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a point in the West line of said South 1/2 which is 33 feet north of the South West corner thereof and running thence east along a line 33 feet north of and parallel to the South line of said South 1/2 a distance of 700 feet; thence northwestwardly along a straight line to a point in the West line of said South 1/2 which is 294.43 feet north of said south west corner of said South 1/2; thence south along the West line of said South 1/2 a distance of 261.43 feet to the point of beginning, in Cook County, Illinois.

Parcel 3:

The West 1/2 of the East 1/2 of the North West 1/4 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

The South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian (except those parts hereinafter described as exceptions "A" to "I").

Exception "A":

The South 66 feet of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Exception "B":

An irregular shaped parcel of land, in the South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian; the boundaries and description of said parcel, being by reference to a plane rectangular coordinate system, established by survey, the East and West axis of which is North line of said South 1/2 of said North West 1/4 of said North East 1/4 of said Section 12, and the origin of coordinates, being the intersection of said North line with the East line of the South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12, said parcel being more particularly described as follows:

Beginning at a point in said North line, whose coordinate location is south, 0 feet and west, 580.24 feet; thence southerly to a point of intersection with a straight line, whose coordinate location is south, 149.82 feet, and west 580.40 feet; thence northwesterly along last referred to straight line, to a point whose coordinate location is south, 120.147 feet, and west 660.832 feet, a distance of 84.10 feet to a point of intersection with a straight line; thence continuing northwesterly along last referred to straight line, forming an angle of 176 degrees 04 minutes 00 seconds, measured from south east, through north to north west, a distance of 81.1 feet to a point of curve, the coordinate location of said point being south, 86.395 feet, and west, 734.574 feet; thence continuing northwesterly along last referred to curved line, convex to the south west, tangent to last referred to straight line, at said point of curve, and having a radius of 321.02 feet, a distance of 133.26 feet, to a point of intersection, with the said North line of said South 1/2 of the North West 1/4 of the North East 1/4 of said Section 2, the coordinate location of said point, being south 0 feet, and west 833.64 feet, the tangent of said curved line, at said point of intersection, forming an angle of 57 degrees 38 minutes 34 seconds, measured from east to south east; thence east along said North line, a distance of 253.40 feet, to the point of beginning.

Exception "C":

An irregularly shaped parcel of land in the South 1/2 of the Northwest 1/4 of the North East 1/4 of Section 12, Township 28 North, Range 13 East of the Third Principal Meridian, the boundaries and descriptions of said parcel being by reference to a plane rectangular coordinate system established by survey, the East and West Axis of which is the North Line of said South 1/2 of said North West 1/4 of said North East 1/4 of said Section 12 and the origin of coordinates being the intersection of said North line with the East line of the South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12, said parcel being more particularly described as follows:

Beginning at a point in said North line whose coordinate location is south 0 feet and west 514.99 feet; thence southeasterly along a straight line forming an angle of 112 degrees 04 minutes 20 seconds measured from west to south east a distance of 78.21 feet to a point of curve which coordinate location is south 72.481 feet and west 485.603 feet; thence continuing southeasterly along a curved line convex to the south west and tangent with the last described straight line at said point of curve and having a radius of 573.69 feet, a distance of 146.20 feet to a point of intersection with a straight line, the coordinate location of said point being south 199.550 feet and west 414.085 feet; thence northwesterly along last referred to straight line forming an angle of 39 degrees 53 minutes 00 seconds measured from north west to west with the tangent of last described curved line at said point of intersection, a distance of 101.59 feet to a point of intersection with a straight line, the coordinate location of said point being south 175.932 feet and west 512.891 feet; thence continuing northwesterly along last referred to straight line forming an angle of 172 degrees 47 minutes 00 seconds with the last described straight line measured from south east through north to north west a distance of 74.01 feet to a point; thence coordinate location of said point being south 149.82 feet and west 580.4 feet; thence northerly to a point of intersection with the said North line of said South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12, the coordinate location of said point being south 0 degrees and west 580.24 feet, a distance of 149.82 feet; thence east along said North line, a distance of 65.25 feet to the place of beginning.

Exception "D":

An irregularly shaped parcel of land in the South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point in the North line of the South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12, which is 514.99 feet West of the East line of the South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12; and running thence east along the North line of the South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, aforesaid, a distance of 43.19 feet; thence southeastwardly along the arc of a circle, convex to the south west and having a radius of 278.31 feet, a distance of 291.24 feet to a point which is 237.63 feet south from said North line, measured parallel with the said East line, and 326.95 feet west from said East line, measured parallel with said North line; thence southeastwardly along a straight line, a distance of 46.52 feet to a point which is 257.56 feet south from said North line, measured parallel with the said East line, and 284.89 feet west from said East line, measured parallel with said North line; thence northwestwardly along a straight line, a distance of 31.99 feet, to a point which is 251.58 feet south from said North line, measured parallel with said East line, and 316.32 feet west from said East line, measured parallel with said North line; thence northwestwardly along a straight line, a distance of 210.31 feet, to a point which is 175.93 feet south from said North line, measured parallel with said East line and 512.65 feet west from said East line, measured parallel with said North line; thence southeastwardly along a straight line, a distance of 101.59 feet, to a point which is 199.55 feet south from said North line, measured parallel with said East line, and 413.81 feet west from said East line, measured parallel with said North line, which point is also the most southeasterly corner of an irregularly shaped parcel of land conveyed to Chicago Tube and Iron Company by deed recorded in the Recorder's Office of Cook County, Illinois, on June 2, 1969 as Document Number 20858298; thence northwestwardly along the northeasterly line of the aforesaid parcel of land, being here the arc of a circle, convex to the south west and having a radius of 573.69 feet, a distance of 146.21 feet to a point of tangency which is 72.48 feet south from said North line, measured parallel with said East line, and 485.50 feet West from said East line, measured parallel with said North line; and thence northwestwardly along the said Northeasterly line of the heretofore mentioned parcel of land, being here a straight line, a distance of 78.21 feet to the point of beginning.

Exception "E":

An irregularly shaped parcel of land in the South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Beginning at a point in the North line of the South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12 which is 240 feet west of the East line of said South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12 measured along the said North line, said point being the north west corner of a parcel of land conveyed by the Continental Illinois National Bank and Trust Company of Chicago, as Trustee, to Chicago Tube and Iron Company, by deed dated October 3, 1950, recorded October 5, 1950 in the records of the Recorder of Cook County, Illinois, in Book 45984, Page 353, as Document Number 14919647; thence westerly along said North line a distance of 231.80 feet; thence southeasterly along a curved line convex to the south west having a radius of 278.31 feet an arc distance of 291.24 feet to a point which is 237.63 feet south of said North line, measured parallel with said East line, and 326.95 feet west of the said East line, measured parallel with said North line; thence southeasterly along a straight line a distance of 76.77 feet to a point which is 255.74 feet south of said North line, measured parallel with said East line, and 252.32 feet west of said East line, measured parallel with said North line, this course being along a northerly boundary line of a parcel of land conveyed by Continental Illinois National Bank and Trust Company of Chicago, as Trustee, to Chicago Tube and Iron Company by deed dated March 18, 1949, recorded March 30, 1949 in the records of the Recorder of Cook County, Illinois, in Book 44293, Page 51, as Document Number 14522735; thence continuing southeasterly along a straight line a distance of 12.45 feet to a point 257.56 feet south of said North line, measured parallel with said East line, and 240 feet west of said East line, measured parallel with said North line, thence course being along a northerly boundary line of the parcel of land conveyed as aforesaid by deed dated March 18, 1949; thence northerly along a straight line a distance of 257.56 feet to the point of beginning, this course being along the westerly boundary line of the parcel of land conveyed as aforesaid by deed dated October 3, 1950.

Exception "F":

An irregularly shaped parcel of land in the South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Beginning at a point in the North line of the said South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12, which is 190.0 feet west of the East line of said South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12, measured along the said North line; thence westerly along said North line a distance of 50.0 feet; thence southerly along a line which is parallel to and distant westerly 240.0 feet, measured parallel with said North line, from said East line of said South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12, a distance of 257.56 feet; thence southeasterly along a straight line a distance of 50.55 feet to a point which is 265.0 feet south of said North line, measured parallel with said East line, and 190.0 feet west of said East line, measured parallel with said North line, (This course being along the northeasterly boundary line of a parcel of land conveyed by Continental Illinois National Bank and Trust Company of Chicago to Chicago Tube and Iron Company by deed dated March 18, 1949, recorded March 30, 1949 in Recorder's Office of Cook County, Illinois in Book 44293, page 51 as Document Number 14522735); thence northerly along a straight line a distance of 265.0 feet to the point of

beginning (This course being along the westerly boundary line of a parcel of land conveyed by Continental Illinois National Bank and Trust Company of Chicago to Chicago Tube and Iron Company by deed dated January 31, 1946 recorded February 28, 1946 in Recorder's Office of Cook County, Illinois as Document Number 13729440).

Exception "G":

An irregularly shaped parcel of land in the South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian; beginning in a point in the North line of said South 1/2 of the North West 1/4 of the North East 1/4 of Section 12 aforesaid, which point is 40 feet west of the East line of the North West 1/4 of the North East 1/4 of Section 21 aforesaid; thence west along said North line 150 feet to the North East corner of Parcel "F" aforesaid; thence south along the East line of Parcel "F" 265 feet to the South East corner of Parcel "F" aforesaid; thence Westerly along the Southerly lines of Parcels "E" and "F" aforesaid to the Easterly line of Parcel "D" aforesaid; thence southeasterly along the easterly line of Parcel "D" to the most Southeasterly corner of Parcel "D", said corner being 257.66 feet south of said North line, measured parallel with said East line and 284.89 feet west of said East line, measured parallel with said North line; thence southeasterly on a straight line 96.63 feet more or less to a point 276 feet south of the North line and 190 feet west of the East line of the North West 1/4 of the North East 1/4 of Section 21 aforesaid; thence southeasterly along a curved line convex to the South West with a radius of 392 feet to a point which is 300.41 feet south of the North line measured parallel with said East line and 170.91 feet west of said East line, measured parallel with said North line; thence easterly along a curved line convex to the south with a radius of 191 feet to a point which is 280.75 feet south of said North line, measured parallel with said East line and 40 feet west of said East line measured parallel with said North line; thence northerly along a line which is parallel to and distant of 40 feet westerly of said East line measured parallel with said North line 280.75 feet to the point of beginning.

Exception "H":

That part of the South 1/2 of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of the North West 1/4 of the North East 1/4 of said Section 12, 66 feet north of the South West corner thereof; thence north along the West line thereof a distance of 567.43 feet more or less to a point 31 feet south of the North West corner of said South 1/2 of the North West 1/4 of the North East 1/4; thence east along a line 31 feet south of and parallel to the North line of the South 1/2 of the North West 1/4 of the North East 1/4 of said Section 12 a distance of 272.10 feet to a point of curve; thence southeasterly along a curved line, tangent to the last described line, convex to the North East with a central angle of 20 degrees 28 minutes a tangent distance of 63.55 feet and having a radius of 352 feet a distance of 125.74 feet to a point of tangency; thence southeasterly along a straight line tangent to last described curved line (said straight line if extended southeasterly would intersect the East line of the South 1/2 of the North West

1/4 of the North East 1/4 of Section 12 at a point 402.7 feet south of the North East corner thereof) a distance of 956.81 feet, more or less, to a point 40 feet west of the East line of the aforesaid North West 1/4 of the North East 1/4 measured at right angles to said East line; thence south along the West line of the East 40 feet of said quarter quarter section, a distance of 210.31 feet, more or less, to the North line of the south 66 feet of said North West 1/4 of the North East 1/4; thence west along the North line of said south 66 feet, 1,292.06 feet, more or less, to the point of beginning.

Exception "I":

That part of the North West 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the East line of the North West 1/4 of the North East 1/4 of Section 12 with the North line of the South 1/2 of the South 1/2 of the North East 1/4 of the North East 1/4 of Section 12, thence south along the East line of the North West 1/4 of the North East 1/4 of Section 12, a distance of 37.47 feet to a point; thence Northwesterly along a straight line, said line being 9 feet northerly of and parallel measured at right angles to the centerline of the Chicago River and Indiana Railroad Track, said line making an angle of 110 degrees 30 minutes with the East line of the North West 1/4 of the North East 1/4 of said Section 12, a distance of 113.0 feet to a point; thence northerly along a straight line, said line being parallel to the East line of the North West 1/4 of the North East 1/4 of Section 12, said line making an angle of 110 degrees 30 minutes with a line 9 feet northerly of and parallel to the centerline of the Chicago River and Indiana Railroad Track when turned from South East through East, a distance of 8.40 feet to a point, said point being 9 feet southerly of as measured at right angles to the centerline of an existing spur track of the Chicago River and Indiana Railroad Company; thence northeasterly along a curved convex to the south east having a radius of 200 feet and a chord having a length of 68.36 feet and making an angle of 105 degrees 34 minutes 43 seconds with the last described parallel line when turned from south through east; thence continuing northeasterly along a straight line, said line which makes an angle of 169 degrees 18 minutes 04 seconds with the said chord line when turned from south west through north, a distance of 44.61 feet to the point of intersection with the East line of the North West 1/4 of the North East 1/4 of Section 12, said point being 48.61 feet north of the intersection of the East line of the North West 1/4 of the North East 1/4 of Section 12 with the North line of the South 1/2 of the South 1/2 of the North East 1/4 of the North East 1/4 of Section 12; thence south along the East line of the North West 1/4 of the North East 1/4 of Section 12, to the point of beginning in Cook County, Illinois.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
FOR ACQUISITION OF PROPERTY AT 4900 SOUTH
WESTERN AVENUE NECESSARY FOR
SOUTHWEST RAPID TRANSIT
PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for acquisition of Parcel PR-017E located at 4900 South Western Avenue which is necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, 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 by ordinances dated October 1, 1984 (pages 9803 to 9807 of the Council Journal) and April 1, 1987, (pages 40763 to 40871 of the Council Journal) found it necessary and advantageous to acquire such rights of way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Transit Project; and

WHEREAS, Said ordinances further granted to the Commissioner of Public Works the authority to acquire the rights of way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project in accordance with federal and state regulations; and

WHEREAS, Said ordinances described with particularity the property to be acquired by the Commissioner of the Department of Public Works for the construction, operation and maintenance of the Southwest Rapid Transit Project and to ratify the authority vested in the Commissioner of the Department of Public Works to acquire the described rights of way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project; and

WHEREAS, It has been determined that it is useful, necessary and advantageous to acquire an additional parcel for the construction, operation and maintenance of the Southwest Rapid Transit Project; and

WHEREAS, The General Assembly in Chapter 110, Paragraph 7-103 of the Illinois Revised Statutes has authorized the use of Quick Take Proceedings by the City of Chicago for the purposes set forth in Chapter 24, Paragraph 11-61-1a of the Illinois Municipal Code as now hereafter amended, for the extension of rapid transit lines; and

WHEREAS, It is the intent of the City Council to describe with particularity the additional parcel of real property that is useful, necessary and advantageous to the construction, operation and maintenance of the Southwest Rapid Transit Project; now, therefore,

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

SECTION 1. It is useful, necessary and advantageous and in the public interest to acquire the property legally described herein for the Southwest Transit Project.

SECTION 2. The necessary property to be acquired for the Southwest Transit Project, which has been identified as Parcel PR-017E is legally described in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. The Commissioner of Public Works is hereby authorized to negotiate with the owners of the above described property to acquire the property for the Southwest Transit Project. In the event a settlement is reached with an owner, the Commissioner is further authorized to acquire the parcel at the agreed price, subject to the approval of the Urban Mass Transportation Administration and the Illinois Department of Transportation and all applicable federal and state regulations.

SECTION 4. In the event the Commissioner is unable to negotiate or agree with the owner of the parcel, the Commissioner shall report such facts to the Corporation Counsel and the Corporation Counsel is hereby authorized to institute eminent domain proceedings to acquire said parcel in accordance with the laws of the State of Illinois.

SECTION 5. It is further determined that it is necessary to expeditiously acquire the above described property to comply with the Southwest Rapid Transit Right of Way Acquisition Schedule adopted by ordinance dated April 1, 1987 (pages 40763 to 40871 of the Council Journal).

SECTION 6. The Corporation Counsel is hereby authorized and directed to exercise "Quick Take Powers" pursuant to the provisions of Illinois Revised Statutes Chapter 110, Sections 7-103 through 7-112.

SECTION 7. This ordinance shall be in full force and effect immediately upon and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".**Legal Description**Southwest Transit Project**Parcel PR-017E**Temporary Construction Easement**4900 South Western Avenue.*

The south 25 feet, more or less, of the west 200 feet, more or less, lying north of the Consolidated Rail Corporation right of way being a part of the south 33 feet of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian (except that part of the property occupied by a one story brick building) in Cook County, Illinois.

AGREEMENT ON ACQUISITION PRICE FOR PROPERTY AT
5501--5509 SOUTH CICERO AVENUE NECESSARY TO
MAINTAIN CLEAR ZONE AT MIDWAY AIRPORT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the acquisition price of \$95,000.00 for the property located at 5501--5509 South Cicero Avenue necessary to maintain a clear zone at Midway Airport.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 12, 1986, Council Journal pages 28541 to 28543, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located at 5501--5509 South Cicero Avenue; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An agreement has been made with the titleholder of record, Drovers National Bank of Chicago, as Trustee, Trust No. 5839, to acquire said parcel for the sum of \$95,000.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the titleholder of record of said property legally described in Exhibit "A", attached hereto and made a part hereof, the sum of \$95,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 623-85-2010-9000-0540.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Parcel 36.

Lot 1 in Block 1 Frederick H. Bartlett's City Addition, being a Subdivision of the North 3/4 of the West 1/2 of the West 1/2 of the North West 1/4 of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

AGREEMENT ON ACQUISITION PRICE FOR PROPERTY AT
5434 SOUTH KILPATRICK AVENUE NECESSARY FOR
CLEAR ZONE AT MIDWAY AIRPORT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the acquisition price of \$58,000.00 for the property located at 5434 South Kilpatrick Avenue necessary to maintain a clear zone at Midway Airport.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On February 25, 1988, Council Journal pages 10798 to 10799, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located at 5434 South Kilpatrick Avenue; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An agreement has been made with the titleholder of record, Darlene A. Drago, 10111 South 81st Court, Palos Hills, Illinois, to acquire said parcel for the sum of \$58,000.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the titleholder of record of said property legally described in Exhibit "A", attached hereto and made a part hereof, the sum of \$58,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 623-85-2010-9000-0540.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Parcel 52.

Lots 12, 13 and 14 inclusive in Block 31 of W. Faiser's & Co.'s. Airdale Subdivision of the West 1/2 of the Southwest 1/4 and the East 1/2 of the Southwest 1/4 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except railroad) in Cook County, Illinois (commonly known as 5434 South Kilpatrick Avenue).

AGREEMENT ON ACQUISITION PRICE FOR PROPERTY
AT 1401 EAST 63RD STREET NECESSARY FOR
JACKSON PARK TRANSIT IMPROVEMENT
PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the acquisition price of \$21,000.00 for the property located at 1401 East 63rd Street for the Jackson Park Transit Improvement Project.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On October 1, 1984, Council Journal pages 9808 to 9811, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of

Chicago acquire for public use the following described property for the Jackson Park Transit Improvement Project; said property being located at 1401 East 63rd Street; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An agreement has been made with the titleholder of record, Illinois Central Railroad Company, 233 North Michigan Avenue, Chicago, Illinois, to acquire said parcel for the sum of \$21,000.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the titleholder of record of said property legally described in Exhibit "A", attached hereto and made a part hereof, the sum of \$21,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 247-83-2005-0140-0140-6310B-882.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Parcel 1.

Lots 2 and 3 in Law's Subdivision of that part of the East half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying West of the Illinois Central Railroad, together with the North half (N. 1/2) of the vacated alley lying South of the adjoining Lots 2 and 3 aforesaid and lying West of the West line of Lot 1 extended South to its intersection with the North line of Lot 4 in Law's Subdivision aforesaid, in Cook County, Illinois.

EXECUTION OF LEASE AGREEMENT AND AGREEMENT FOR TRUSTEE'S
DEED AT 1501 WEST PERSHING ROAD FOR DEPARTMENT OF
STREETS AND SANITATION.

The Committee on Land Acquisition, Disposition and Leases submitted a report

recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement and agreement for trustee's deed for office and warehouse space at 1501 West Pershing Road for use by the Department of Streets and Sanitation.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Mądrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On July 15, 1987, Council Journal Proceedings, pages 2319--2321, the City Council of the City of Chicago authorized the Commissioner of Streets and Sanitation to negotiate with the owner for the acquisition of the real property located at 1501 West Pershing Road; and

WHEREAS, It is necessary, useful and desirable for the Commissioner to take possession of the premises prior to the conveyance to the city; and

WHEREAS, The owner of the property has agreed to lease the premises to the city until such time as the property is conveyed to the city; and

WHEREAS, Pursuant to the terms of the Lease Agreement the city would have the right to lease the premises until either December 31, 1989 or the date of conveyance, whichever is earlier, at a rate of \$19,500.00 per month; and

WHEREAS, Pursuant to the terms of an Agreement for Trustee's Deed, the city would purchase the property from Metropolitan Bank and Trust Company, as Trustee under Trust Agreement dated March 26, 1970, known as Trust No. 1080, the beneficiary of which is Delphi Industries, Incorporated, for the purchase price of \$1,950,000.00, said agreement to become effective thirty days after the appropriation of funds to purchase the property; now, therefore,

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

SECTION 1. The Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Metropolitan Bank and Trust Company, as Trustee under Trust No. 1080, and its beneficiary, Delphi Industries, Incorporated, as lessor, for the premises located at 1501 West Pershing Road, for use by the Department of Streets and

Sanitation. The lease shall be subject to the approval of the Corporation Counsel as to form and legality, and shall be in substantially the form attached hereto.

SECTION 2. The acquisition of the property commonly known as 1501 West Pershing Road, from Metropolitan Bank and Trust Company, as Trustee under Trust No. 1080, at a purchase price of \$1,950,000.00 for use by the Department of Streets and Sanitation is hereby approved. The Commissioner of General Services is authorized to execute on behalf of the City of Chicago, subject to the approval of the Corporation Counsel as to form and legality, an Agreement for Trustee's Deed to be in substantially the form attached hereto.

SECTION 3. The City of Chicago is authorized to accept a Trustee's Deed from Metropolitan Bank and Trust Company, as Trustee under Trust No. 1080, for the subject property, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 4. This ordinance shall be effective from and after the date of its passage.

[Lease Agreement attached to this ordinance printed on
page 12644 of this Journal.]

Rider and Exhibit "A" (Agreement for Trustee's Deed) attached to the ordinance read as follows:

Rider.

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provision.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Nineteen Thousand Five Hundred and no/100 Dollars (\$19,500.00) per month for the period beginning on the 1st day of May, 1988 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of December, 1989;

(Continued on page 12645)

LEASE--Short Form

Form C O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Metropolitan Bank and Trust Company, T/U/T No. 1080, dated March 26, 1970, and Delphi Industries, Inc. its beneficiary as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire garage type building which consists of approximately 97,500 square feet and approximately 50,000 square feet of paved area adjoining the building for a total of approximately 147,500 square feet located at 1501 West Pershing Road for use by the Department of Streets & Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May or day of occupation 31st day of December A. D. 1988, and ending on the 31st day of December A. D. 1989, or on the date of terminate this lease. Lessee has the right to

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Sachnoff, Weaver, & Rubenstein, 30 S. Wacker Dr., Suite 2900, Chicago, IL or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions - See Rider Attached hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor
and Lessee See Rider Attached
Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of the period of such rebuilding.

In Witness Whereof, this lease is signed by us on _____ of _____ parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: [Signature]
Assistant Corporation Counsel.
Approved: _____
Supervisor of Leasing Real Estate Agent.

By: _____
Delphi Industries, Inc.

Metropolitan Bank and Trust Company,
T/U/T No. 1080

Approved: _____
Commissioner, Department of Streets & Sanitation

By: _____
Commissioner of General Services

conveyance of the property to Lessee

(Continued from page 12643)

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Sachnoff, Weaver & Rubenstein, Attn: James Geocaris, 30 South Wacker Drive, Suite 2900, Chicago, Illinois, 60606.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide for hot and domestic water and maintain plumbing in good operating condition.

Maintain interior and exterior of the building including all plumbing and mechanical components excluding overhead door opener.

Provide heating plant and equipment and maintain in good operable condition.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of the demised premises.

Provide and maintain at all times public liability and property damage insurance in the amount of \$1,000,000 combined single limit. Said policy shall include coverage for explosion peril with the City of Chicago named as additionally insured and to receive a certificate of insurance for said coverage prior to lease execution. Said insurance shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Pay real estate taxes and other levies assessed against improved real property within deadlines established by the respective governmental taxing bodies.

Sell the property to Lessee for the price of One Million Nine Hundred Fifty Thousand and no/100 Dollars (\$1,950,000.00) plus or minus prorations.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Pay for heat.

Provide and pay for watchman service.

Pay for hot and domestic water.

Purchase property at any time during the term of this lease but not later than December 31, 1989 unless mutually agreed to in writing by the parties for the price of One Million Nine Hundred Fifty Thousand and no/100 Dollars (\$1,950,000.00) plus or minus prorations.

Receive a credit of Five Thousand and no/100 Dollars (\$5,000.00) for every month and a prorated credit for any fractional month Lessee pays rental for demised premises. Total credit will be deducted from purchase price. Lessee shall be entitled to such credit only through and including December 31, 1988.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on first floor or said demised premises during term of lease not caused by negligence of Lessor.

Maintain garage door opener and garage doors.

Have use of all furniture on demised premises. After transfer of demised premises to Lessee all furniture becomes the property of the Lessee.

Lessor And Lessee Responsibilities.

Additional terms and conditions:

- R-1 Purpose. The leased premises shall be used and occupied only for offices, general warehousing, tool and equipment storage except that no such use shall (A) violate any certificate of occupancy affecting the leased premises, (B) cause injury to the improvements, (C) cause the value or usefulness of the leased premises or any part thereof to diminish, (D) constitute a public or private nuisance or waste, or (E) render the insurance on the leased premises void or the insurance risk more hazardous.
- R-2 Prohibition of Use. If the use of the leased premises should at any time during the lease term be prohibited by law or ordinance or other governmental regulation, or prevented by injunction, this lease shall not be thereby terminated, nor shall Lessee be entitled by reason thereof to surrender the leased premises unless thirty

(30) days written notice is given to Lessor or to any abatement or reduction in rent nor shall the respective obligations of the parties hereto be otherwise affected.

- R-3 Lessee's Obligation to Rebuild or to Purchase. In the event of damage to, or destruction of, any improvements on the leased premises, or of the fixtures or equipment therein, resulting from Lessee's negligence, Lessee shall have the option of: (1) Promptly, at Lessee's expense, repairing, restoring or rebuilding the leased premises to the condition existing prior to the happening of such damage or destruction; or (2) purchasing the leased premises from the Lessor. If Lessee elects option (2), then any insurance proceeds received by Lessor, or by its assignees, shall be credited to the purchase price or, if the proceeds may be due to Lessor, but have not yet been received by it, then Lessee shall pay the full purchase price, and Lessor shall assign Lessee its rights to any insurance proceeds it may receive. During the period of repair, restoration or rebuilding: (1) rent shall abate if the leased premises are totally untenable; or (2) rent shall be reduced if the leased premises cannot be used in part in proportion to the amount of space that cannot be used.
- R-4 Encumbering Title. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the leased premises, nor shall the interest or estate of Lessor in the leased premises in any way subject to any claim by way of lien or encumbrance, whether by operation of law or virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the leased premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessor in and to the leased premises.
- R-5 Liens and Right to Contest. Lessee shall not permit the leased premises to become subject to any mechanics, laborers or materialmen's lien on account of labor or material furnished to Lessee in connection with work of any character performed or claimed to have been performed on the leased premises by, or at the direction or sufferance of Lessee; provided, however, that Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor such security as may be deemed satisfactory to Lessor to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the leased premises by reason of nonpayment thereof; provided further, however, that on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.
- R-6 Indemnity. (A) Lessee will protect, indemnify and save harmless Lessor (if Lessor is an Illinois Land Trust, the term "Lessor", for the purpose of this section, shall include the Trustee, its agents, its beneficiary or beneficiaries and their agents) from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses imposed upon or incurred by or asserted against Lessor by reason of (i) any accident, injury to or death of persons or loss of or damage to property occurring on the leased premises or any part thereof or the adjoining sidewalks, curbs, streets or ways, or resulting from any act or omission of Lessee or anyone claiming by, through, or under Lessee unless such damage,

loss or liability is a result of the Lessor's negligence; (ii) any failure on the part of Lessee to perform or comply with any of the terms of this lease; or (iii) performance of any labor or services or the furnishing of any materials or the furnishing of any materials or other property in respect of the leased premises or any part thereof.

- R-7 **Waiver of Certain Claims.** All personal property belonging to Lessee or any occupant of the leased premises that is in or on any part of the leased premises shall be there at the risk of Lessee or of such other person only, and Lessor shall not be liable for any damage thereto or for the theft or misappropriation thereof. Lessee waives all claims it may have against Lessor for damage or injury to person or property sustained by Lessee or any persons claiming through Lessee or by any occupant of the leased premises, or by any other person, resulting from any part of the leased premises or any of its improvements, equipment or appurtenances becoming out of repair, or resulting from any accident on or about the leased premises or resulting directly or indirectly from any act or neglect of any person, provided that Lessor has not refused or neglected to make a necessary repair after having been duly notified or requested to do so.
- R-8 **Surrender.** Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon termination of Lessee's right to possession of the leased premises, Lessee will at once surrender and deliver up the leased premises, together with all improvements thereon, to Lessor, in good condition and repair, reasonable wear and tear excepted. Conditions existing because of Lessee's failure to perform maintenance, as required herein, shall not be deemed "reasonable wear and tear". Lessee shall deliver to Lessor all keys to all doors therein. As used herein, the term "improvements" shall include, without limitation, all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment. All alterations, temporary or permanent, made in or upon the leased premises by Lessee shall become Lessor's property and shall remain upon the leased premises on any such termination without compensation, allowance or credit to Lessee, provided, however, that Lessor shall have the right to require Lessee to remove any alterations and restore the leased premises to their condition prior to the making of such alterations, repairing any damage occasioned by such removal and restoration. Said right shall be exercised by Lessor's giving written notice thereof to Lessee on or before ten (10) days after such termination. If Lessor requires removal of any alterations and Lessee does not make such removal in accordance with this section at the time of such termination, or within thirty (30) days after such request, whichever is later, Lessor may remove the same (and repair any damage occasioned thereby), and dispose thereof or, at its election, deliver the same to any other place of business of Lessee or warehouse the same. Lessee shall pay the costs of such removal, repair, delivery and warehousing to Lessor on demand.
- R-9 **Removal of Lessee's Property.** Upon the termination of this lease by lapse of time, Lessee shall remove Lessee's articles of personal property incident to Lessee's business ("trade fixtures"); provided, however, that Lessee shall repair any injury or damage to the leased premises which may result from such removal, and shall restore the leased premises to the same condition as prior to the installation

thereof. If Lessee does not remove Lessee's trade fixtures from the leased premises prior to the expiration or earlier termination of the lease term, Lessor may, at its option, remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver the same to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, repair, delivery and warehousing to Lessee on demand, or Lessor may treat trade fixtures as having been conveyed to Lessor with this lease as a bill of sale, without further payment or credit by Lessor to Lessee.

R-10 **Holding Over.** Lessee shall have no right to occupy the leased premises or any portion thereof after the expiration of the lease or after termination of the lease. In the event Lessee or any party claiming by, through or under Lessee holds over, Lessor may exercise any and all remedies available to it at law or in equity to recover possession of the leased premises, and for damages. For each and every month or partial month that Lessee or any party claiming by, through or under Lessee remains in occupancy of all or any portion of the leased premises after the expiration of the lease or after termination of the lease or Lessee's right to possession, Lessee shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of rent. The acceptance by Lessor of any lesser sum shall be construed as a payment on account and not in satisfaction of damages for such holding over. Provided that, if Lessee holds over because the Lessor and Lessee have agreed to extend the closing of the sale of the leased premises to Lessee then Lessee shall continue to pay monthly rent in the amount set by this lease.

R-11 **Purchase by Lessee.** In the event Lessee purchases the leased premises from Lessor pursuant to that certain agreement for Trustee's deed dated as of the date hereof, a copy of which is attached hereto and made a part hereof as Exhibit "A", this lease shall terminate as of the closing thereunder and Lessee's obligations under Sections R-8, R-9, and R-10 shall not be applicable upon such termination of this lease.

R-12 **Miscellaneous.**

(a) **Lessor's Right to Cure.** Lessor may after giving Lessee thirty (30) days prior written notice, but shall not be obligated to cure any default by Lessee (specifically including, but not by way of limitation Lessee's failure to make repairs or satisfy lien claims); and whenever Lessor so elects, all costs and expenses paid by Lessor incurring such default, shall be so much additional rent due on the next rent date after such payment together with interest at the highest rate then payable by Lessee in the State in which the leased premises are located or, in the absence of such maximum rate, at the rate of fifteen percent (15%) per annum from the date of the advance to the date of repayment by Lessee to Lessor.

(b) **Amendments Must be in Writing.** None of the covenants, terms or conditions of this lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and delivered by the other party.

- (c) Time of Essence. Time is of the essence of this lease, and all provisions herein relating thereto shall be strictly construed.
- (d) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained in this lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.
- (e) Captions. The captions of this lease are for convenience only and are not to be construed as part of this lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.
- (f) Severability. If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.
- (g) Law Applicable. This lease shall be construed and enforced in accordance with the laws of the state where the leased premises are located.
- (h) Covenants Binding on Successor. All of the covenants, agreements, conditions and undertakings contained in this lease shall extend and insure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and whatever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to, whatever applicable, and heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, and right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this lease contained.
- (i) Lessor means Owners. The term "Lessor" as used in this lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner of the fee of the real estate and any beneficiary of a land trust which holds title to the premises, and in the event of any transfer of the title to such fee, Lessor herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Lessor contained in this lease thereafter to be performed; provided that any funds in the hands of the Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to Lessee by Lessor or the then grantor under any provisions of this lease shall be paid to Lessee.

- (j) Force Majeure. Lessor shall not be deemed in default with respect to any¹ of the terms, covenants and conditions of this lease and Lessor's part to be performed, if Lessor's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Lessee or Lessee's agents, employees and invitees, or any other cause beyond the reasonable control of the Lessor.
- (k) In the event the Lessor fails to furnish any substantial repair or services as required by this lease or fails to remove and correct any fire or health hazard not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of a substantial breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of the lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Exhibit "A".

Agreement For Trustee's Deed.

This Agreement made this _____ day of _____, 1988, between Metropolitan Bank and Trust Company, as Trustee under Trust Agreement dated March 26, 1970, known as Trust No. 1080 and its beneficiary, Delphi Industries, Inc., collectively, Seller, and the City of Chicago, a municipal corporation and body politic, Purchaser.

Now, therefore, in consideration of the agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Conveyance. Seller hereby covenants and agrees to convey to Purchaser in fee simple by good and sufficient Trustee's Deed in recordable form, subject to the matters hereinafter specified, the real estate situated in the County of Cook and State of Illinois, as fully described in Exhibit "1" attached hereto and commonly known as 1501 West Pershing Road, Chicago, Illinois, together with the building and other improvements located thereon

and all hereditaments and appurtenances thereto (the real estate and all of the foregoing are collectively referred to as the "Premises").

2. **Purchase Price.** Purchaser hereby covenants and agrees to pay to Seller the sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00), plus or minus prorations, at Closing. This Agreement shall become effective not later than thirty (30) days after the City identifies and appropriates sufficient funds to pay the purchase price. The City shall use its best efforts, consistent with its obligations to provide for the general health, safety and welfare of the public, to secure such funds on or before December 31, 1989.

3. **Possession of Premises.** Seller shall deliver possession of the Premises to Purchaser at the closing of this Agreement, which shall be on December 31, 1989 or such earlier date as selected by Purchaser upon not less than 30 days' written notice to Seller (the "Closing"). In the event that Seller is unable to close by December 31, 1989, Seller shall so notify the City in writing and request an extension of the closing date. If Purchaser agrees to an extension, the terms of the lease shall be extended for the period mutually agreed to. The Purchaser shall not be deemed to be holding over during any extension period.

A. Seller shall deliver the Premises to Purchaser in a "broom clean" condition, and Seller's property and any tenant's property, including but not limited to inventory, parts, tools, equipment, trucks and other property heretofore used by Seller or any tenant of Seller in the operation of its business shall be removed by Seller, at its sole cost and expense, from the Premises. Seller shall leave in the Premises any items of office furniture that are currently located in the Premises and shall deliver a warranty bill of sale in customary form therefor at closing.

B. All improvements located on the Premises, including but not limited to the building, mechanical systems, roof, foundations and parking lot are being sold in an "as is" condition as of the date of this Agreement, ordinary wear and tear excepted between the date hereof and the date of Closing. Purchaser has the right to inspect the building during normal business hours within two weeks of the date of this Agreement, and, at its option and in its sole discretion, has the right to terminate this Agreement if its inspection reveals material physical defects in the building by sending written notice thereof to Seller not later than two weeks from the date of this Agreement.

4. **Conveyance of Title.** At Closing, Seller shall deliver the following:

- a. Trustee's Deed in recordable form and with transfer stamps, if applicable, conveying title to the premises, subject to only the permitted exceptions as set forth in Section 5;
- b. Beneficiary's affidavit;
- c. Bill of Sale for the personalty listed on Exhibit "2" attached hereto and made a part hereof;
- d. A.L.T.A. Statements;

- e. Transfer Declarations, if applicable;
- f. Termination of Lease Agreement; and
- g. Such other documents that counsel for Purchaser reasonably requires.

At closing, Purchaser shall deliver the following:

- a. A.L.T.A. Statements;
- b. Termination of Lease Agreement; and
- c. Such other documents as counsel for Seller reasonably requires.

5. Condition of Title. Title shall be conveyed by Seller to Purchaser, in fee simple title, free and clear of all liens, encumbrances and restrictions, subject only to:

- (a) Real estate taxes and assessments for 1987 and subsequent years; and
- (b) Such other exceptions to title as counsel for Purchaser shall reasonably approve.

6. Title Commitment. Not less than 5 days prior to Closing, Seller, at its sole expense, shall deliver to Purchaser a commitment for title insurance, in the amount of the Purchase Price, issued by Chicago Title and Trust Company, showing title to the Premises in Seller, subject only to those matters set forth in Section 5 above.

At Closing, Seller, as its sole expense, shall cause the title insurer to issue an owner's title insurance policy (Form B-1970), with extended coverage, subject to the exceptions set forth in Section 5 above, containing Comprehensive Endorsement No. 1, an encroachment endorsement and a contiguity endorsement, in the amount of the Purchase Price, and showing title to the Purchaser.

7. Survey. Not less than 5 days prior to Closing, Seller at its sole expense, shall deliver to Purchaser a current plat of survey in compliance with Illinois Land Survey Standards and sufficient to permit the issuance of extended coverage on the owner's title insurance policy.

8. Prorations. Rent, rent credits, water, utilities, general real estate taxes and similar items shall be prorated between Seller and Purchaser as of the date of Closing. Seller shall pay and be responsible for all such items which are due and payable prior to the Closing. Purchaser shall be responsible for all such items for all periods subsequent to the date of Closing.

9. Violation Notices. Seller represents that Seller has received no notices from any insurance company or lender relating to the Premises which have not been heretofore corrected.

10. Notices. All notices and demands hereunder shall be in writing. The mailing of any notice or demand by certified mail, return receipt requested, to Purchaser, at City Hall, 121

North LaSalle Street, Chicago, Illinois 60602, Attention: Department of Streets and Sanitation, with a copy to the City of Chicago, Corporation Counsel and to Seller at Delphi Industries, Inc., 2323 Pratt Boulevard, Elk Grove Village, Illinois 60007, with a copy to James A. Geocaris, Sachnoff, Weaver & Rubenstein, 30 South Wacker Drive, Suite 2900, Chicago, Illinois 60606, or to the last known address of either party shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

11. Real Estate Brokers. Seller represents that no real estate broker was engaged by it in the transaction herein set forth. Seller has engaged the services of only one real estate broker, Podolsky and Associates, to market the Premises for a sale to other prospective purchasers. Seller agrees to pay Pololsky and Associates any amounts due under Seller's agreement with that broker, and to defend and hold Purchaser harmless from any claims against Purchaser by that broker that are related to this Agreement. Purchaser represents that it has not engaged the services of any real estate broker in regard to the transaction contemplated hereunder, and that no real estate broker's commission is due or will become due as a result of any action taken by Purchaser in regard to this transaction.

12. Assignment. Neither party may assign its rights hereunder without securing consent to any such assignment from the other.

13. Partial Invalidity. If any provision of this Agreement shall be prohibited by or found invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this Agreement.

14. Time of Essence. It is expressly understood and agreed that time shall be deemed as the essence of this Agreement. Failure of either party to exercise any right hereunder upon default of the other party shall not constitute a waiver of any such rights and shall not prevent such party from exercising any of said rights upon subsequent default.

15. Successors and Assigns. The provisions of this Agreement shall be binding on the parties hereto, their successors, assigns, heirs, administrators and legal representatives.

16. Capacity. The parties hereto represent that each party hereto has the legal capacity to enter into this Agreement and that all requisite corporate action necessary to be taken by either party hereto has been fully and effectively taken as required under the law.

17. Casualty. In the event of damage or casualty to all or a material portion of the premises, Seller shall promptly send written notice thereof to Purchaser. Purchaser may, within 15 days following receipt of such notice, elect to terminate this Agreement upon written notice thereof to Seller.

18. Escrow. The sale contemplated by this Agreement shall be closed through an escrow established by the parties through their respective counsel, in accordance with the general provisions of the standard form of deed and money escrow then in use by the title insurer. Upon the creation of such escrow, anything herein to the contrary notwithstanding, delivery of all documents required under this Agreement shall be made through the escrow. The cost of the escrow shall be divided equally between the Seller and Purchaser.

19. Lease. As of the date hereof, the parties have entered into a lease agreement pursuant to which Seller has leased to Purchaser the premises, a copy to which this Agreement is attached. The parties agree that such lease shall terminate upon Closing.

20. Inspection. Purchaser may inspect the premises at any time during business hours prior to Closing upon reasonable notice to Seller.

In Witness Whereof, the parties hereto have executed this Agreement on the date and year first above set forth.

[Signature forms attached to this Agreement of Trustee's Deed
omitted for printing purposes].

Exhibits "1" and "2" attached to this Agreement for Trustee's Deed read as follows:

Exhibit "1".

Parcel 1:

Those portions of Lots 6, 7, and 8 of the Circuit Court Partition of the Northwest Quarter of the Northwest Quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, lying west of the property conveyed by Robert E. Fisher and Arline S. Fisher, his wife, to Howard Realty Corporation by deed dated August 2, 1948 and recorded August 9, 1948 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 14376695 (excepting, however, the north 75 feet of said portion of Lot 8 falling in West Pershing Road, all in the City of Chicago), said property being bounded on the north by the South line of West Pershing Road, on the west by the West line of said Lots, being the center line of the West Fork of the South Fork of the South Branch of the Chicago River as established by ordinance passed by the City Council of the City of Chicago on October 21, 1889, on the south by the South line of said Lot 6 and on the east by a line described as follows: Beginning at a point 75 feet south of a point 454.48 feet west of the Northeast corner of said Northwest Quarter of the Northwest Quarter; thence South 10 minutes 20 seconds East 529.78 feet to the South line of said Lot 6, all in Cook County Illinois.

Parcel 2:

All of that portion of Lot 9 in the Circuit Court Partition of the Northwest Quarter of the Northwest Quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point in the East line of Lot 9 which is also the Center line of the West Fork of the South Fork of the South Branch of the Chicago River as established by ordinance passed by the City Council of the City of Chicago on October 21, 1889, said point being 75 feet south of the North line of the Northwest Quarter of the Northwest Quarter of said Section 5 and 764.06 feet east of the

West line of the Northwest Quarter of the Northwest Quarter of Section 5; thence westerly along a line parallel with and 75 feet distant southerly from the North line of the Northwest Quarter of the Northwest Quarter of said Section 5 to a point that is 616.70 feet east of the West line of the Northwest Quarter of the Northwest Quarter of said Section 5; thence South 00 degrees 4 minutes west a distance of 258.50 feet to a point on the Center line of the West Fork of the South Fork of the South Branch of the Chicago River; thence northeasterly along the Center line of the West Fork of the South Fork of the South Branch of the Chicago River to the point and place of beginning, all in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcel 1 for roadway purposes as granted in warranty deed from Interstate Machinery Company, Incorporated, a corporation of Illinois, to Angelo G. Geocaris, dated December 10, 1969 and recorded January 7, 1970 as Document 21051722 over a 10-foot strip lying immediately east of Parcel 1 of the land conveyed in said warranty deed, which strip is legally described as follows: Beginning at the northeast corner of the property conveyed in said warranty deed, said point of beginning being located 75 feet south of a point 454.27 feet west of the Northeast corner of said Northwest 1/4 of the Northwest 1/4; thence South 10 minutes 20 seconds East 529.78 feet to the Southeast corner of the property conveyed in said warranty deed, being a point on the south line of said Lot 6 in Circuit Court Partition; thence east along the South line of said Lot 6, 10 feet to a point; thence North 10 minutes 20 seconds West 529.78 feet to a point in the South line of West Pershing Road; thence west 10 feet to the point of beginning, in Cook County, Illinois.

Exhibit "2".

Inventory of Furniture at 1501 West Pershing Road:

- 51 Desks, office, executive and secretarial;
- 168 Chairs, office, executive, secretarial and folding;
- 13 Credenzas;
- 2 Shelving Units;
- 37 Filing Cabinets, 2, 3 and 4 drawer wood and metal;
- 23 Tables, conference, end and folding;
- 10 Lamps;
- 3 Typewriters (2 I.B.M. Selectric and 1 Royal);

19	Calculators	(Unisonic, Casio, Texas Instruments, Citizen, Royal Victor and Monroe);
34	Wastebaskets;	
3	Pencil Sharpeners;	
4	Bookcases;	
2	Couches;	
6	Refrigerators;	
5	Floor Ashtrays;	
14	Cabinets, wood and steel;	
27	Room Dividers;	
2	Paper Cutters;	
2	Telephone Answering Systems;	
3	Coffee Makers;	
2	Fans;	
2	Fire Extinguishers;	
1	Wall Air Conditioner;	
11	Stands and Racks;	
7	Computer Work Stands and Stations;	
5	Bulletin Boards;	
2	Safes;	
2	Computer Disc Holders;	
1	Each	Time Clock, Coat Rack, Microwave Oven, Regular Oven, Podium, Popcorn Maker, Dishwasher, Portable Bar;
3	Bar Stools;	
2	Toasters;	
	Dishes and Utensils.	

AUTHORITY GRANTED TO ADVERTISE FOR SALE
CITY-OWNED VACANT PROPERTY AT
SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass thirty-three proposed ordinances transmitted therewith, authorizing the Department of Housing, City Real Estate Section, to advertise for sale city-owned vacant property at sundry locations.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read respectively as follows (the italic heading in each case not be a part of the ordinance):

939 North Orleans Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 10 in Assessor's Subdivision of Lots 1 to 4 and 9 to 12 in Block 19 in Johnston, Roberts and Storrs Addition in West half, Southeast quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 939 North Orleans Street, Permanent Tax No. 17-04-426-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2415 West Taylor Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 12 in Block 2 in Rawson's Subdivision of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2415 West Taylor Street, Permanent Tax No. 16-13-424-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2419 West Taylor Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Block 2 of Rawson's Subdivision of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2419 West Taylor Street, Permanent Tax No. 16-13-424-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

743 East Oakwood Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 20 feet of Lot 5 in County Clerk's Division of part of Lots 1, 2, 8 and 9 in Block 4 in Cleaverville Addition, a subdivision of the North 1/2 of the Northeast 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian (excepting from said Lot 5 the south 7 feet thereof taken for an alley) in Cook County,

Illinois (commonly known as 743 East Oakwood Boulevard, Permanent Tax No. 20-03-208-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

4115--4117 West Washington Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 6 and 7 in Block 34 in Subdivision (by West Chicago Land Company) of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4115--4117 West Washington Boulevard, Permanent Tax No. 16-10-424-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2956--2958 West Adams Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 15, 16 and 17 in Block 2 in Floyed Jones' Subdivision of that part of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2956--2958 West Adams Street, Permanent Tax Nos. 16-13-110-031 and 032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2719 West Crystal Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 7 in Humboldt Park Residence Association's Subdivision of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2719 West Crystal Street, Permanent Tax No. 16-01-230-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

669 North Carpenter Street/1015 West Huron Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 20.81 feet of Lot 1 in Resubdivision of Lot 7 in Block 7 in Ogdens Addition to Chicago and of Lots 13 and 14 in Block 12 in Ridgeley's Addition in the Northeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 669 North Carpenter Street/1015 West Huron Street, Permanent Tax No. 17-08-219-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

429 West 100th Place.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 58 and the East 7-1/2 feet of Lot 57 in George M. Collin's Resubdivision of Blocks 3 and 4 in Fernwood Park, a Subdivision of the East 1/4 of the Southwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 429 West 100th Place, Permanent Tax No. 25-09-315-039).

Special assessments due.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

*2425 West North Avenue/1547--1557 North
Artesian Avenue.*

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 in Block 1 in Winslow Jacobson & Tallman's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2425 West North Avenue/1547--1557 North Artesian Avenue, Permanent Tax No. 16-01-207-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1443 North Maplewood Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 42 in Block 6 in Winslow, Jacobson and Tallman's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1443 North Maplewood Avenue, Permanent Tax No. 16-01-213-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

215 West 111th Street.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 18 and 19 in Subdivision of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 215 West 111th Street, Permanent Tax Nos. 25-21-201-015 and 016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

*1447--1451 North Spaulding Avenue/3257--3259 West
LeMoyne Avenue.*

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 27 and 28 in Block 5 in Pierce Humboldt Park Addition, a Subdivision in Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1447--1451 North Spaulding Avenue/3257--3259 West LeMoyne Avenue, Permanent Tax No. 16-02-211-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

619 East 45th Street.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Henderson's Subdivision of Lots 16 and 17 in Forrestville, a Subdivision of the North 40 acres of the South 60 acres of the East half of the South East quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 619 East 45th Street, Permanent Tax No. 20-03-418-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

905--907 East 38th Street/3821--3823
South Lake Park Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Parcel 1: Lot 1 and the Northerly 15 feet of Lot 2 in Block 3 in Cleaverville, being in the Southwest fractional 1/4 of Section 35, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

Also

Parcel 2: The vacated alley East of the adjoining Lot 1 and Northerly 15 feet of Lot 2 in Block 3 in Cleaverville, being the Southwest fractional 1/4 of Section 35, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 905--907 East 38th Street/3821--3823 South Lake Park Avenue, Permanent Tax No. 17-35-104-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3833--3845 South Lake Park Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcels are described as follows:

Parcel 1: The South 25 feet of Lot 3, all of Lot 4 and Lot 5 (except the Southerly 5 feet thereof) in Block 9 in Cleaverville, in the Southwest 1/4 of Section 35, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,
Parcel 2: That part of vacated alley lying Easterly of and adjoining Parcel 1 (commonly known as 3833--3845 South Lake Park Avenue, Permanent Tax No. 17-35-104-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1419 North Maplewood Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 32 in Block 6 in Winslow Jacobson & Tallman's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1419 North Maplewood Avenue, Permanent Tax No. 16-01-213-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

5139 South Calumet Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 25 feet of the West 150 feet of Lot 17 (except that part falling in Calumet Avenue) in Bayley's Subdivision of the North 20 acres of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5139 South Calumet Avenue, Permanent Tax No. 20-10-306-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

9019 South Buffalo Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 39 in Block 59 in Subdivision made by Calumet Chicago Canal & Dock Company's Subdivision of parts of fractional Section 5 and Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 9019 South Buffalo Avenue, Permanent Tax No. 26-05-109-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1337--1339 West Ancona Street.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 74 and 75 in Subdivision of the West 1,051 feet of Block 6 in Taylor's Subdivision of Block 1 in Assessors Division of the East half of Northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1337--1339 West Ancona Street, Permanent Tax Nos. 17-08-114-055 and 054).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1614 West Erie Street.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 44 in James G. Hamilton's Subdivision of the North 1/2 of Block 16 in Canal Trustees' Sudivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1614 West Erie Street, Permanent Tax No. 17-07-211-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3506--3510 West Cermak Road.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 42, 43 and 44 in Block 3 in Travers Subdivision of the East 15.92 acres of the West 30.92 acres of that part of the South East quarter South of Ogden Avenue, of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3506-3510 West Cermak Road, Permanent Tax Nos. 16-23-416-093 and 078).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

663--665 North Carpenter Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 40.6 feet of Lot 2 in Seegers and Houssen's Resubdivision of Lot 7 in Block 38 in Ogden Addition to Chicago with Lots 13 and 14 in Block 12 in Ridgeley Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 663--665 North Carpenter Street, Permanent Tax Nos. 17-08-219-005 and 004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

6439--6449 South Stewart Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

All that part of Lot 5 in Block 6 in Skinner & Judd's Subdivision in the Northeast 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of the East 126 feet of said Lot (except from said premises that part thereof taken, used or conveyed for widening Stewart Avenue) in Cook County, Illinois (commonly known as 6439--6449 South Stewart Avenue, Permanent Tax No. 20-21-204-026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

7042--7044 South Halsted Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 6 and 7 in Robson Weddel's Subdivision of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7042--7044 South Halsted Street, Permanent Tax No. 20-20-431-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

9309 South Wentworth Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of Lot 10 (except the South 30 feet thereof) in Block 6 in Frederick H. Bartlett's Wentworth Avenue and 95th Street Subdivision in the Southwest quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 9309 South Wentworth Avenue, Permanent Tax No. 25-04-408-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

5615 South Wentworth Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 10 in Subdivision of Block 5 in Schweinfurth Subdivision of Lot 1 in Subdivision of Part of Lots 3 and 4 of School Trustees Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5615 South Wentworth Avenue, Permanent Tax No. 20-16-204-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

730 North Willard Court.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 43 in Block 2 in Taylor's Subdivision of Block 1 in Assessor's Division of the East half of the North West quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 730 North Willard Court, Permanent Tax No. 17-08-106-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

838--840 West Lakeside Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 15 in Herdien, Hofflund & Carson's Subdivision of the South 6 Acres of the North 10 Acres of the East 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 838--840 West Lakeside Avenue, Permanent Tax No. 14-17-205-035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2027 West Evergreen Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 and the East 1/2 of vacated alley, lying west of the adjoining Lot 11 in Block 14 in David S. Lee's Add'n., being situated in the East 1/2 of the North West 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2027 West Evergreen Avenue, Permanent Tax Nos. 17-06-121-014 and 015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2210--2212 West Potomac Street/1300 North Leavitt Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 24 in Warner's Subdivision of Block 9 in Watson, Tower & Davis' Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2210--2212 West Potomac Street/1300 North Leavitt Street, Permanent Tax No. 17-06-117-047).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

*1500 North Leavitt Street/
2206--2208 West LeMoyne Avenue.*

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 30 in Subdivision of Block 1 in Watson, Tower and Davis Subdivision of the West half of the North West quarter of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1500 North Leavitt Street/2206--2208 West LeMoyne Avenue, Permanent Tax No. 17-06-103-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1531 South Drake Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North half of Lot 18 (except the South 1 foot in Block 6 in Grant's Addition to Chicago, being a Subdivision of the South West quarter of the North East quarter, of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 1531 South Drake Avenue, Permanent Tax No. 16-23-223-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

REPEAL OF ORDINANCE ACCEPTING BID FOR PROPERTY AT 1317
WEST 109TH STREET UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM AND GRANT OF AUTHORITY
TO RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, repealing an ordinance accepting the bid of Ms. Jeanne Marshall for the property located at 1317 West 109th Street under the Adjacent Neighbors Land Acquisition Program and authorizing the Department of Housing to re-advertise the same for sale.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 of Chicago advertised for sale the parcel listed below under the "Adjacent Neighbors Land Acquisition Program" on February 23, 1987; and

WHEREAS, The City of Chicago accepted the bid of the adjacent neighbor for the parcel of property identified below, under the "Adjacent Neighbors Land Acquisition Program" on September 9, 1987; and

WHEREAS, The individual listed below did not include a certified check or money order in the amount of the offer price with the bid and does not qualify as an "adjacent neighbor" under the Adjacent Neighbors Land Acquisition Program; now, therefore,

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

SECTION 1. The City of Chicago hereby repeals the ordinance to accept the bid of the individual listed below to purchase city-owned vacant property under the "Adjacent Neighbors Land Acquisition Program" which was approved by the City Council of the City of Chicago in an ordinance passed on March 6, 1981 and found at pages 5584--5585 of the Journal of the City Council Proceedings and as further amended January 7, 1983, found at pages 14803--14805 of the Journal of City Council Proceedings. Said bid and legal description are as follows:

Bidder: Jeanne Marshall
Address: 1319 West 109th Street
Bid Amount: \$300.00

Real Estate No. 6850
Address: 1317 West 109th Street
Index No. 25-17-319-018

Lot 7 in Block 10 in Frank Timmes Morgan Park Subdivision of Blocks 10 and 11 and 14 in Street Subdivision of the East half, Southwest quarter, Section 17, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as: 1317 West 109th Street, Chicago, Illinois).

SECTION 2. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the above parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 4362 SOUTH SHIELDS
AVENUE UNDER ADJACENT NEIGHBORS
LAND ACQUISITION PROGRAM.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a bid for city-owned vacant property located at 4362 South Shields Avenue under the Adjacent Neighbors Land Acquisition Program.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 City of Chicago hereby accepts the bid listed below to purchase city-owned vacant property under the "Adjacent Neighbors Land Acquisition Program," which was approved by the City Council in an ordinance passed on March 6, 1981 found between pages 5584--5585 of the Journal of City Council Proceedings and as amended on July 23, 1982 between pages 11830--11833 of the Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803--14805 of the Journal of the City Council Proceedings. Said bid and legal description are as follows:

Bidder: Dorothy Franklin
Address: 4400 South Shields Avenue
Bid Amount: \$300.00

Real Estate No. 7796
Address: 4362 South Shields
Avenue
Index No. 20-04-406-034

Legal Description

Lot 13 in Block 4 in Wallace's Subdivision of 10 chains South of and adjoining the North 5 chains of the West 1/2 of the Southeast 1/4 of Section 4, Township 38 North, Range 14, East

of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 4362 South Shields, Chicago, Illinois).

SECTION 2. That the conveyance of the city-owned property under the "Adjacent Neighbors Land Acquisition Program," is subject to all terms and conditions, covenants and restrictions contained in the aforementioned enabling ordinance establishing the Adjacent Neighbors Land Acquisition Program and the above-cited amendments thereto.

Additionally, said conveyance is to be made subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instruction to Bidders" and the "Offer to Purchase Real Estate" which were included in the official bid package distributed to bidder.

SECTION 3. That the city-owned vacant property to be conveyed is to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest the quitclaim deed conveying all interest of the City of Chicago in and to said property to the above listed bidder.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of Housing, City Real Estate Section, that the sale of this property has been completed, to deliver the cashier's check, certified check, bank check or money order of the above listed bidder in full amount to the City Comptroller, who is authorized to deposit said check or money order into the appropriate city account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's check, certified check, bank check or money order to the unsuccessful bidders for the purchase of said property.

SECTION 8. That this ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass thirty-two proposed ordinances transmitted therewith, authorizing the acceptance of bids for purchase of certain city-owned parcels of property.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

7011--7013 South Harper Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Gregory Kelly, 7736 South Evans Avenue, Chicago, Illinois 60619, to purchase for the sum of \$6,250.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2270, described as follows:

Lots 42 and 41 in Block 1 in Parkside, being a Subdivision of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7011--7013 South Harper Avenue, Permanent Tax Nos. 20-23-424-004 and 005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$625.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

317 South California Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Albert Larry Braggs, 313 South California Avenue, Chicago, Illinois 60612, to purchase for the sum of \$3,150.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, pages 1098--1099, described as follows:

The North 25 feet of the South 50 feet of Lots 6 to 10 both inclusive in Love's Subdivision of the North half of Lots 1 and 2 in Block 3 in Rockwell's Addition to Chicago in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (except the East 10 feet of the North 25 feet of the South 50 feet of Lot 10 aforesaid taken for alley) all in Cook County, Illinois (commonly known as 317 South California Avenue, Permanent Tax No. 16-13-216-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$315.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1928 South Canalport Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Avelina Montejano, 1930 South Canalport Avenue, Chicago, Illinois 60616, to purchase for the sum of \$3,001.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 30, 1986, pages 35382--35383, described as follows:

Lot 4 in Morgan's Subdivision of Lot 1 and the North 1/2 of Lot 2 in Block 41 in Canal Trustee's Subdivision of the West 1/2 and so much of the Southeast 1/4 as lies West of the South Branch of the River (Chicago) of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1928 South Canalport Avenue, Permanent Tax No. 17-21-317-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.10 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*178--184 North Cicero Avenue/4803--4809
West Maypole Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Unity Fellowship Baptist Church, 211 North Cicero Avenue, Chicago, Illinois 60644, to purchase for the sum of \$16,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2296--2297, described as follows:

Lots 1 to 4 in Block 8 in Resubdivision of Blocks 5, 6, 7 and 8 in Derby's Subdivision of the East 1/2 of the Southeast 1/4 of Section 9, Township 39 North, Range 13 (except the 5 acres in the Northeast corner), East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 178--184 North Cicero Avenue/4803--4809 West Maypole Avenue, Permanent Tax No. 16-09-419-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,600.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3009--3011 South Throop Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John M. Chan and Mimi Chan, as joint tenants, not as tenants in common, 3047 South Loomis Street, Chicago, Illinois 60608, to purchase for the sum of \$30,000.00, the city- owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, pages 1105--1106, described as follows:

Lots 60 and 61 in Commissioner's Division of Lot 14 in Block 24 in Canal Trustee's Subdivision of the South Fractional 1/2 of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3009--3011 South Throop Street, Permanent Tax Nos. 17-29-425-016 and 017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,000.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1751 West Division Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Barry W. Koller, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$6,430.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, pages 6129--6130, described as follows:

Lot 7 in Fricke and Dose's Subdivision of Block 4 in Johnston's Subdivision of East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1751 West Division Street, Permanent Tax No. 17-06-405-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$643.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*734--736 South Independence Boulevard/
3807--3811 West Lexington Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Greater Rock M. B. Church, a not for profit Illinois corporation, 700 South Independence Boulevard, Chicago, Illinois 60624, to purchase for the sum of \$7,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2291, described as follows:

Lots 42 and 43 in Garfield Boulevard Addition to Chicago, in the Southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 734--736 South Independence Boulevard/3807--3811 West Lexington Avenue, Permanent Tax No. 16-14-310-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$750.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3808--3810 West Lexington Street/722--724
South Independence Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Greater Rock M. B. Church, a not for profit Illinois corporation, 700 South Independence Boulevard, Chicago, Illinois 60624, to purchase for the sum of \$9,351.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2290--2291, described as follows:

Lots 9 and 10 in Harshaw & Price's Subdivision of Lot 2 in Block 2 in Circuit Court Partition, being a Subdivision of West 1/2 of the Southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County,

Illinois (commonly known as 3808--3810 West Lexington Street/722--724 South Independence Boulevard, Permanent Tax No. 16-14-306-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$935.10 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2434--2436 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Metropolitan Chicago, Incorporated, an Illinois corporation, 2500 West Roosevelt Road, Chicago, Illinois 60608, to purchase for the sum of \$4,650.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2295, described as follows:

Lots 8 and 9 in Subdivision of Lots 16 and 31 inclusive in Block 4 in South West Rawson's Subdivision of the East half of the South East quarter of the South East quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2434--2436 West Roosevelt Road, Permanent Tax Nos. 16-13-427-037 and 036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$465.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

5025 West Chicago Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Sherman Gray and Eccie J. Beckwith/as joint tenants, not as tenants in common/5029 West Chicago Avenue, Chicago, Illinois 60651, to purchase for the sum of \$5,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3404, described as follows:

Lot 11 in Foster & Vermilyea's Subdivision of the South 263.75 feet of the North 313.75 feet of the West 600.80 feet of the East 633.80 feet of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5025 West Chicago Avenue, Permanent Tax No. 16-09-202-013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2442 West Grenshaw Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Metropolitan Chicago, Incorporated, an Illinois corporation, 2500 West Roosevelt Road, Chicago, Illinois 60608, to purchase for the sum of \$1,750.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2298--2299, described as follows:

Lot 8 in Rawson's Subdivision of Lots 26 to 39, 42 to 45 in Block 3 in Rawson's Subdivision of the East half of the Southeast quarter of the Southeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2442 West Grenshaw Avenue, Permanent Tax No. 16-13-426-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$175.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

7525 South Cottage Grove Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of St. John Church of God in Christ, 7657 South Cottage Grove Avenue, Chicago, Illinois 60619, to purchase for the sum of \$6,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, pages 3425--3426, described as follows:

Lot 36 in Block 51 in Cornell, being a Subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7525 South Cottage Grove Avenue, Permanent Tax No. 20-26-300-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$600.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3934--3936 West Jackson Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Free Will Church of God in Christ, Incorporated, 222 West 110th Street, Chicago, Illinois 60628, to purchase for the sum of \$4,900.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2300--2301, described as follows:

The East 7 feet of Lot 33, all of Lot 34, and the West 18 feet of Lot 35 in Block 7 in Lambert Tree's Subdivision of the West 1/2 of the Northwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3934--3936 West Jackson Boulevard, Permanent Tax No. 16-14-106-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$490.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3924--3926 West Jackson Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Free Will Church of God in Christ, Incorporated, 222 West 110th Street, Chicago, Illinois 60628, to purchase for the sum of \$4,900.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2299--2300, described as follows:

The East 6.66 feet of Lot 37 all of Lot 38 and the West 19-1/2 feet of Lot 39 in Block 7 in Lambert Trees' Subdivision of the West 1/2 of the Northwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3924--3926 West Jackson Boulevard, Permanent Tax No. 16-14-106-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$490.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

6107--6109 South Kenwood Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of First Mount Calvary M. B. Church, 6111 South Kenwood Avenue, Chicago, Illinois 60637, to purchase for the sum of \$3,500.00, the city-owned vacant property; previously advertised, pursuant to Council ordinance passed October 30, 1986, pages 35391--35392, described as follows:

Lot 23 in Block 1 in O.R. Keith's Subdivision of Southwest quarter of the Southeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian (excepting from said premises, that part of Lot 23 upon which the building or improvements built and erected on the adjoining Lot 24 encroaches, being a strip on the North side of Lot 23 aforesaid, 31 feet long and 1-1/2 inches wide, as described in deed from Elizabeth Hackel and Vinzens A. Hackel, her husband, to Nellie O'Connor dated January 30, 1913 and recorded February 5, 1913 as Document No. 5125204) in Cook County, Illinois (commonly known as 6107--6109 South Kenwood Avenue, Permanent Tax No. 20-14-409-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$350.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

4417--4419 West Maypole Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mary Lee Burns, 4415 West Maypole Avenue, Chicago, Illinois 60624, to purchase for the sum of \$3,750.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3431, described as follows:

Lots 45 and 46 in Resubdivision of Block 21 (except Lot 3 except the part taken for Randolph Street) in West Chicago Land Co.'s Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4417--4419 West Maypole Avenue, Permanent Tax Nos. 16-10-323-003 and 004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$375.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

4549 South Emerald Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of John F. Gronkowski and Eileen A. Gronkowski, his wife, as joint tenants, not as tenants in common, 4553 South Emerald Avenue, Chicago, Illinois, 60609, to purchase for the sum of \$4,725.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3385, described as follows:

Lot 29 in Block 3 in South Chicago Land & Building Ass'n. Subdivision of the West 1/2 of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4549 South Emerald Avenue, Permanent Tax No. 20-04-319-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$472.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2408--2410 South Lowe Avenue/2449--2451
South Archer Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Charlie W. Chan, 447 West 26th Street, Chicago, Illinois 60616, to purchase for the sum of \$8,400.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2296, described as follows:

Lot 1 in Block 12 in South Branch Addition to Chicago in the Northwest 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2408--2410 South Lowe Avenue/2449--2451 South Archer Avenue, Permanent Tax No. 17-28-125-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$900.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1538 West 21st Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Maria Solis and Marcella S. Solis, as joint tenants not as tenants in common, 1523 West 18th Place, Chicago, Illinois 60608, to purchase for the sum of \$3,001.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, pages 3391--3392, described as follows:

Lot 11 in the Subdivision of Block 12 in Johnston and Lee's Subdivision of the South West quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1538 West 21st Street, Permanent Tax No. 17-20-318-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.10 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

5644 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lionel O. Pittman doing business as Pittman Plumbing and Heating Company, 5651 South Halsted Street, Chicago, Illinois 60621, to purchase for the sum of \$2,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 6, 1985, pages 21727--21728, described as follows:

Lot 18 in Block 8 in Eames Subdivision of the Northeast quarter of the Northeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5644 South Halsted Street, Permanent Tax No. 20-17-215-035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$250.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

4833 West Eddy Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Salvatore M. Chereso, 4534 North Mason Street, Chicago, Illinois 60630, to purchase for the sum of \$64,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2284--2285, described as follows:

Lot 4 in Block 4 in Hield and Martins' Addison Avenue Subdivision of the North 1/3 of the North 1/2 of the Southeast 1/4 of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4833 West Eddy Street, Permanent Tax No. 13-21-403-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$6,400.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1048 West 103rd Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Gospel Temple Missionary Baptist Church, 1056 West 103rd Street, Chicago, Illinois 60643, to purchase for the sum of \$8,100.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 1, 1987, pages 40922--40924, described as follows:

Lots 25 and 26 in Dodd's Subdivision of the West 1/2 of Block 14 in Hitt's Subdivision of the Southeast 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1048 West 103rd Street, Permanent Tax Nos. 25-08-426-030 and 031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$810.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2448--2450 West Grenshaw Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Metropolitan Chicago, Inc., an Illinois corporation, 2500 West Roosevelt Road, Chicago, Illinois 60608, to purchase for the sum of \$4,275.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 1, 1987, page 40905, described as follows:

Lots 34 and 35 in S. W. Rawson's Subdivision of Block 3 in S. W. Rawson's Subdivision of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2448--2450 West Grenshaw Street, Permanent Tax Nos. 16-13-426-024 and 025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$427.50 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2946 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of James A. and Evelyn Crawford, his wife, not as tenants in common but as joint tenants, 1124 South Richmond Street, Chicago, Illinois 60608, to purchase for the sum of \$2,700.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed August 15, 1987, pages 2271--2272, described as follows:

Lot 6 in Henneberry's Subdivision of Block 28 in Clarke's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2946 West Roosevelt Road, Permanent Tax No. 16-13-328-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2831--2833 West Harrison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Bobby Griffin, 2815--2817 West Harrison Street, Chicago, Illinois 60612, to purchase for the sum of \$7,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2286, described as follows:

Lots 1 and 2 in Block 2 in Clark's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2831--2833 West Harrison Street, Permanent Tax Nos. 16-13-303-010 and 011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$700.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1753 West Division Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$5,250.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, page 1114, described as follows:

Lot 8 in Fricke and Dose's Subdivision of Block 4 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1753 West Division Street, Permanent Tax No. 17-06-405-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$525.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1348 West Erie Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$2,650.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, pages 1100--1101, described as follows:

Lot 44 in the Subdivision of that part of Block 2 lying North of Erie Street in the Assessor's Division of the East 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1348 West Erie Street, Permanent Tax No. 17-08-114-088).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$265.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

6318--6320 South Kimbark Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Megginson and Denham, Incorporated, 6322 South Kimbark Avenue, Chicago, Illinois 60637, to purchase for the sum of \$8,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, pages 34509-- 34510, described as follows:

Lot 23 in Block 3 in Wait and Bowen's Subdivision of that part of the West 1/2 of the Northeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian lying West of the Railroad in Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6318--6320 South Kimbark Avenue, Permanent Tax No. 20-23-200-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$800.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1271 North Hermitage Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Stanley Idzik, 1250 North Milwaukee Avenue, Chicago, Illinois 60622, to purchase for the sum of \$2,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 1, 1987, page 40906, described as follows:

That part of Lots 26, 27 and 28 in Morrman's Addition to Chicago a Subdivision of part of the East half of the Northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, lying Westerly of a line beginning at a point in the South Easterly line of said Lot 26 which is 15 feet from most Southerly corner; thence North Westerly to a point in the North Westerly line of said Lot 26 that is 28 feet from the North Northerly corner of said Lot; thence North Westerly to a point in the North Westerly line of Lot 27 which is 37 feet distance from most Westerly corner of said Lot; thence North Westerly to a point in the North West Lot line of said Lot 28, a distance of 39 feet from the easterly line of Lull Place measured on North Westerly line of said Lot 28 in Cook County, Illinois (commonly known as 1271 North Hermitage Avenue, Permanent Tax No. 17-06-231-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$250.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

4210 West Armitage Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Gus J. and Nick Korbilas, not as tenants in common, but as joint tenants, 4208 West Armitage Avenue, Chicago, Illinois 60639, to purchase for the sum of \$4,450.00, the city- owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, pages 3402--3403, described as follows:

Lot 24 in Block 3 in Hartley's Addition to Pennock, a Subdivision of the East half of the Southwest quarter of the Northeast quarter of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4210 West Armitage Avenue, Permanent Tax No. 13-34-228-040).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$445.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

600--608 East 48th Street/4755--4757
South St. Lawrence Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Andrew and Ruby Harris, his wife, not as tenants in common, but as joint tenants, 4753 South St. Lawrence Avenue, Chicago, Illinois 60653, to purchase for the sum of \$6,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1987, page 34522, described as follows:

Lots 30 and 31 (except Street) in Block 1 in Subdivision of Lots 3 to 5 in Stone and McGlashan's Subdivision of that part of the North 1/2 of the North 1/2 of the North East 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 600--608 East 48th Street/4755--4757 South St. Lawrence Avenue, Permanent Tax No. 20-10-203-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$600.00 submitted by said bidder to the Department of General Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1506 South Kildare Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Abraham Coburn and Ruby Coburn, his wife, not as tenants in common but as joint tenants, 4311 West 15th Street, Chicago, Illinois 60623, to purchase for the sum of \$3,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed May 4, 1986, pages 29888--29889, described as follows:

Lot 38 in Block 6 in Tabor Subdivision of Blocks 5, 6, 9, 10, 11 and 12 in Subdivision of L.C. Paine Freer, the West half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1506 South Kildare Avenue, Permanent Tax No. 16-22-224-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$350.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

EXECUTION OF LEASE AGREEMENT AT 1150 WEST
78TH STREET FOR DEPARTMENT OF HEALTH.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement with Eighteen Fourteen Corporation for office space at 1150 West 78th Street for use by the Department of Health.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 General Services is authorized to execute on behalf of the City of Chicago, a lease from Eighteen Fourteen Corporation, an Illinois corporation, as beneficiary under Chicago Title and Trust Company Trust, Trust No. 34010, dated September 1, 1948, as Lessor, for the entire building located at 1150 West 78th Street containing approximately 5,700 square feet of office space for use as an Infant and Maternal Care Clinic for the Department of Health, as Lessee, such lease to be approved by the Commissioner of the Department of Health and to be approved by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 12713 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Thousand Seven Hundred and no/100 Dollars (\$3,700.00) per month for the period beginning on the 1st day of January, 1988 and ending on the 31st day of December 31, 1990.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to William H. Wendt, Inc., 9921 South Western Avenue, Chicago, Illinois 60643.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Repair or replace any damaged plumbing or loose plaster by execution of lease.

Repair exhaust fans in washrooms and general exhaust fan in common area prior to execution of lease.

(Continued on page 12714)

LEASE-Short Form

Lease No. 10002

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Eighteen Fourteen Corporation, as Beneficiary under Chicago Title and Trust Company Trust, Trust Number 34010, dated September 1, 1948, as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: entire one-story brick medical building located at 1150 West 78th Street, containing approximately 5,700 square feet of office space for use as an Infant and Maternal Care Clinic for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1988, and ending on the 31st day of December A. D. 1990. Lessee has the right to terminate this lease upon sixty (60) days prior written notice at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at William H. Wendt Inc., 9921 S. Western Ave., Chicago, IL, 60643.
For Lessor to Lessee Notification Provisions See Rider Attached
Hereto and Made a Part Hereof.
For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a Part
Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
Approved as to form and legality, except as to property description and execution.

Approved: _____
Supervisor of Leasing, _____
Assistant Corporation Counsel.
Real Estate Agent

BY: _____
George R. Wendt

Approved: _____
Commissioner, Department of Health

BY: _____
Commissioner of General Services

(Continued from page 12712)

Install air conditioning units in rooms 13, 18, 20 and 21.

Provide and maintain burglar alarm except for damage caused by acts of vandalism during working hours. If alarm is improperly activated by Lessee, or by custodial personnel after working hours Lessee will reimburse Lessor for non-warranted alarm charges.

Provide and maintain fire extinguishers throughout the clinic in compliance with all local ordinances and state statutes.

Repair roof wherever necessary to prevent leakage.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Maintain interior and exterior of building, including all mechanical components.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of said demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition except for obstructions in plumbing caused by Lessee and/or clients.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the city named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Provide and pay for exterminator service on a monthly basis or more often if required.

Replace any broken plate glass on ground floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for electricity as metered on said premises including electricity for air conditioning units.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Keep front and rear of building clear of debris.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in Lease:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of substantial breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any kind right created thereby.

EXECUTION OF LEASE AGREEMENT WITH LAKESIDE GROUP,
INCORPORATED, DOING BUSINESS AS CHICAGO
INTERNATIONAL ART EXHIBITION, FOR
SUNDRY PRIVILEGES AT
NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement with Lakeside Group, Incorporated, doing business as Chicago International Art Exhibition, for the purpose of staging a Fine Arts Exhibition at Navy Pier, located at North Streeter Drive and West Grand Avenue.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 Department of General Services is authorized to execute a lease on behalf of the City of Chicago, a municipal corporation, as Lessor, with the Lakeside Group, Inc., a limited partnership, doing business as Chicago International Art Exhibition, as Lessee, for the entire East End, Midway and sections of North Shed Building located on Navy Pier, to be used solely for the purpose of staging a Fine Arts Exhibition; such lease to be approved by the Commissioner of General Services and the Commissioner of Economic Development and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement For Navy Pier.

This Lease Agreement is made and entered into as of the ____ day of _____, 19____, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and _____ Lakeside Group--Chicago International Art Exposition _____, (hereinafter referred to as "Lessee").

Witnesseth:

That Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of the Lessee, does hereby grant to Lessee for its sole and exclusive use, the privileges hereinafter described on premises at Navy Pier, such premises to be specifically defined in Part 2, attached hereto and incorporated by reference, Post of Grand Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts:

Part 1--General Conditions;

Part 2--Special Conditions, numbered 1 to 6, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

Part I -- General Conditions.

Article I.

This Agreement Is Subject And Subordinate To any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or maybe required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation, or maintenance of said Pier.

Lessor reserves the right to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or legal entity.

Article III.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationships of partners or joint venturers between the Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article IV.

Lessee has examined the premises prior to, and as a condition precedent to the execution of this lease agreement, and is satisfied with the physical condition of the premises and the suitability of the premises for Lessee's intended use and accepts the premises in the condition they are in at the beginning of this lease. Lessee further acknowledges that Lessor has made no representations regarding the condition of the premises and, to the extent permitted by law, expressly waives any rights or claims against Lessor for any loss, cost, damage or expense arising out of the condition of the premises or their suitability for Lessee's intended use. Lessee agrees to pay Lessor immediately upon demand, the sum or sums necessary to correct or repair any damage to the premises or any part thereof, or any damage to any building or any part thereof, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee or any agents, guests or invitees of Lessee.

Lessee, at its own expense, shall keep the premises in a safe, sanitary and slightly condition and good repair, and shall restore and yield the premises back to Lessor upon the

termination of this agreement in good condition and repair, ordinary wear and tear excepted.

Article V.

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the prior consent in writing in each instance of the Commissioner of General Services (hereinafter called "Commissioner") first had and obtained; any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, whether structural or non-structural. In connection with any request to alter the premises, Commissioner may require submission of proposed designs, floor plans, construction plans, specifications, bonds, assurances and contract documents therefor and if approved may require that such alterations incorporate all or part of any such alterations within this agreement as attachments thereto.

Article VI.

Lessee agrees to occupy the premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies and all agencies thereof having jurisdiction over the premises, and Lessee shall observe and comply with all regulations which may be applicable to its operation or to the operations, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article VII.

Except for claims arising out of the acts caused by the affirmative negligence of the Lessor or its representatives, Lessee hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages both real and alleged, for injury to persons or property, and arising out of or in connection with the use or misuse of said premises. Lessee agrees to provide prepaid policies of insurance generally known as comprehensive public liability insurance, workmen's compensation for any and all employees of the Lessee and property damage insurance in amounts satisfactory to the Lessor. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, Lessee agrees to include the Lessor and the Public Building Commission of the City of Chicago as additional insureds on any and all insurance policies and to deliver to Lessor duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this lease.

In the event, Lessee shall not exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Article VIII.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be rendered untenable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obligated to do so. If the premises are not rendered tenantable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Article X.

Lessee shall keep the leased premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefore by Lessor.

Article XI.

Lessee hereby agrees that, to the extent permitted by law, Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the

building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Article XII.

Lessor shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

Article XIII.

To secure the faithful performance by Lessee of the covenants, conditions and agreements set forth in this lease to be performed by it, Lessee shall deposit the sum of \$500.00 (or alternative amount specified in Special Conditions of this lease) with Lessor upon reserving the premises for a date certain. Said deposit will be non-refundable unless Lessor terminates this lease prior to the planned event or date specified in Special Conditions of this lease. The deposit shall be applied to and be used as payment toward the total amount due.

Article XIV.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XV.

It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

Article XVI.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XVIII.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XIX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XX.

The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence, or which may hereafter be made, said Lessor, his agent or attorneys, may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Article XXI.

Lessee, in performing under this Lease Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Lease Agreement.

The breach of any of the above nondiscrimination covenants, shall constitute cause for the City of Chicago to terminate this Lease Agreement.

Article XXII.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of this agreement.

Article XXIII.

Notice to Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services, Attn: Supervisor of Leasing of the City of Chicago, 320 North Clark Street, Room 505, Chicago, Illinois 60610, and notice to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at Lakeside Group, 600 North McClurg Court, Chicago, Illinois 60611.

Article XXIV.

No helium balloons permitted on subject premises.

Article XXV.

The obligations of Lessee contained in Articles IV and VII shall survive the expiration or sooner termination of this Lease.

Part II -- Special Conditions.

I. Premises

Auditorium/Recreation Buildings
Terrace Promenade
Shelter Building
Terminal Building
Sheds
Midway

II. Purpose

- A) Auditorium/Recreation Buildings/Terrace Promenade/Shelter Building/Terminal Building/Sheds.

Lessee shall use the premises for the purpose of sponsoring an International Art Exposition for approximately 10,000 persons daily.

- B) Midway

Lessee shall use the Midway for the purpose of a cab drop-off and for exhibitor parking only. On opening night, May 5, 1988 Lessee will be allowed to use Midway for visitor parking. The Lessee will operate a shuttle bus down the South Dock only.

III. Term

The term of this Agreement shall begin on the 18th day of April, 1988 at 8:00 A.M. and shall terminate on the 22nd day of May, 1988 at 11:59 P.M.

- A) Set-Up Time

Lessee shall be allowed to use the demised premises for set-up time only beginning on the 18th day of April, 1988 at 8:00 A.M. and shall terminate on the 5th day of May, 1988 at 4:59 P.M.

- B) Chicago International Art Exposition

Art Show will begin on the 5th day of May, 1988 at 5:00 P.M. and shall terminate on the 10th day of May, 1988 at 6:00 P.M.

May 5th	Opening Night 5:00 P.M. Benefit for The Museum of Contemporary Art.
May 6th	12:00 P.M.--8:00 P.M.
May 7th	12:00 P.M.--8:00 P.M.
May 8th	12:00 P.M.--8:00 P.M.
May 9th	12:00 P.M.--8:00 P.M.
May 10th	12:00 P.M.--6:00 P.M. The Chicago International Art Show closes.

C) Breakdown Time

Lessee shall be allowed breakdown time beginning the 10th of May, 1988 at 6:01 P.M. and such breakdown time shall terminate on the 19th day of May, 1988 at 5:00 P.M.

IV. Rental Rates

A) Lessee shall pay rent for said premises during the period of this lease at the following rates that have been authorized by the Commissioner of Economic Development.

1. Sheds (April 18, 1988 thru May 19, 1988)

\$.25 net square foot per 14-day period.

\$250.00 per day for additional set-up and/or breakdown days.

44,460 net square feet x \$.25	\$11,160.00
44,460 net square feet x \$.25	11,160.00
Four (4) additional set-up/ breakdown days x \$250.00	<u>1,000.00</u>
Total Days = 32	
Total Rental for Sheds	\$23,320.00

2. Terminal Building (April 18, 1988 thru May 13, 1988)

\$.50 net square foot per 12-day period.

\$250.00 per day for additional set-up
and/or breakdown days.

3,120 net square feet x \$.50	\$1,560.00
14 additional set-up/breakdown	

	days x \$250.00	<u>3,500.00</u>
	Total Days = 26	
	Total Rental for Terminal Building	\$5,060.00
3.	Shelter Building (April 25, 1988 thru May 13, 1988)	
	\$.50 net square foot per 12-day period.	
	\$500.00 per day for additional set-up	
	and/or breakdown days.	
	6,960 net square feet x \$.50	\$3,480.00
	7 additional set-up/breakdown	
	days x \$500.00	<u>3,500.00</u>
	Total Days = 19	
	Total Rental for Shelter Building	\$6,980.00
4.	Recreation Building (April 28, 1988 thru May 12, 1988)	
	\$.50 net square foot per 12-day period.	
	\$250.00 per day for additional set-up	
	and/or breakdown days.	
	2,880 net square feet x \$.50	1,440.00
	3 additional set-up/breakdown days	
	Total Days = 15	<u>750.00</u>
	Total Rental for Recreation Building	\$2,190.00
5.	Auditorium (May 1, 1988 thru May 12, 1988)	
	\$1.50 net square foot for 12-day period.	
	10,320 square feet x \$1.50	\$15,480.00
	Total Days = 12	
	Total Rental for Auditorium	\$15,480.00
6.	Midway (May 3, 1988 thru May 11, 1988)	
	Total Days = 9	
	No Charge	<u>N/C</u>
	Total Rental For Navy Pier	
	Sheds	\$23,320.00
	Terminal	5,060.00
	Shelter	6,980.00
	Recreation	2,190.00
	Auditorium	15,480.00
	Midway	<u>N/C</u>

\$53,030.00

B) Estimated Operating Costs

Utility Expenses

1. Electricity

Electrical meters will be read by the Department of General Services on the following dates:

Sheds	April 18, 1988
Terminal and Shelter	
Buildings	April 25, 1988
Auditorium and	
Recreation	April 28, 1988

Final readings will be made by the Department of General Services after verification that Lessee has vacated premises.

Electricity Deposit	\$17,555.00
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2. Gas

Gas meters will be read by the Department of General Services on the following dates:

Sheds	April 18, 1988
Terminal and Shelter	
Buildings	April 25, 1988
Auditorium and	
Recreation	April 28, 1988

Final readings will be made by the Department of General Services after verification that Lessee has vacated premises.

Gas Deposit	\$1,000.00
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Total Utility Deposits

Electricity	\$17,555.00
Gas	<u>1,000.00</u>

\$18,555.00

C) Support Personnel

1. Operating Engineer (D.P.W.) 1987 Rates:

\$19.51 Regular Time
\$29.10 Overtime
\$39.02 Double Time

Rates subject to change without notice.

An Assistant Chief Operating Engineer from the Department of Public Works and/or in Operating Engineer Group A from the Department of Public Works must be on Navy Pier at all times during the Chicago International Art Exposition (May 5 thru May 10, 1988).

Operating Engineer Deposit \$1,500.00

2. Two Electricians (D.S.S.) 1987 Rates:

\$25.00 Regular Time
\$37.50 Overtime
\$50.00 Double Time

Rates subject to change without notice.

Electrician Deposit \$2,600.00

3. Sprinkler Fitters (D.P.W.) 1987 Rates:

Rates subject to change without notice.

Sprinkler Fitters Deposit \$2,000.00

Total Support Personnel Deposits

Engineer	\$1,500.00
Electricians	2,600.00
Sprinkler Fitters	<u>2,000.00</u>
	\$6,100.00

4. Clean-up/Repair/Breakdown/Operating Cost/Deposit:

Deposit \$5,000.00

5. Summary of Estimates for Operating Costs

Electricity Deposit	\$17,555.00
Gas Deposit	\$1,000.00

Operating Engineer Deposit	\$1,500.00
Electrician Deposit	\$2,600.00
Sprinkler Fitter Deposit	\$2,000.00
Clean-up/Repair/Breakdown	<u>\$5,000.00</u>
Operating Cost Deposit	\$29,655.00

6. Total Deposit for Estimated Operating Cost shall be paid by April 15, 1988. \$29,655.00

7. Lakeside Group Antique Show 1987 Credit:

\$4,965.00

Rent payment will be paid as follows:

\$53,030.00

-4,965.00 Credit

\$48,065.00 Payment by April 18, 1988

V. Breakdown Penalty

A) East End Complex

In the event that Lessee has not vacated Auditorium by 12th day of May, 1988 at 11:59 P.M. Lessor will deduct \$5,000.00 per day from deposit until East End Complex is vacated. However, Lessee will be allowed to occupy offices on the ground floor of terminal building until 22nd day of May, 1988 at 11:59 P.M. If terminal building is not vacated by 11:59 P.M. on the 22nd day of May, 1988, Lessor will deduct \$5,000.00 per day from deposit until ground floor of terminal building is vacated.

B) Sheds

In the event that Lessee has not vacated demised premises by the 19th day of May, 1988 at 11:59 P.M. Lessor will deduct \$500.00 per day until demised premises is vacated.

- C) In the event the Lessee exhausts its entire clean-up/repair/breakdown deposit, Lessee will have ten (10) days upon receipt of written notice from Lessor to pay any breakdown penalty fees that are outstanding. If penalty fees are not

received by Lessor within specified ten (10) day period at Lessor's option and upon written notice to Lessee this lease is null and void.

D) Condition of Pier

Lakeside must accept the Pier in its existing condition. There will be no credit given to Lakeside for repairs made prior to or during the show, unless approved by the Commissioner of the Department of General Services.

E) Option

1) Notification Provision

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage pre-paid, addressed to the Supervisor of Leasing, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, and to the Project Coordinator of Navy Pier, or at such other place as the Lessor from time to time appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Lessor must receive request on or before September 1st, the year preceding the coming show that the Lessee intends to exercise its option.

Written confirmation must include the following:

- Description of the desired facilities
- Set-up and breakdown schedule
- Attendance projections
- A non-refundable deposit equivalent to 10% of the current year's lease.

If Lessee decides not to proceed with these shows on the above dates it must notify the Project Coordinator of Navy Pier and Supervisor of Leasing in writing six (6) months in advance.

Lessee must submit an additional 10% non-refundable deposit to City of Chicago by December 1st in addition, if reservation cancellation is received after December 1st of each year at Lessor's option and upon written notice to Lessee this lease is null and void.

2) Rental Rates

The City of Chicago will provide Lessee with the terms and conditions for each Art Show by November 15th of the year preceding the show.

The 1988 rate of Fifty-three Thousand and Thirty Dollars and no/100 (\$53,030.00) will serve as base rate of future option dates. This base rate represents the rate for a six day show including opening night and represents use of the east end complex and sheds.

Future rates will be adjusted to reflect any changes in the City of Chicago Navy Pier rates. In addition, rates will also reflect the size of the show, use of Pier facilities, length of show, and attendance and set-up and breakdown schedules.

3) Cancellation Clause

Lessor has the right to terminate this lease in whole or for any specific event upon providing the Lessee with one hundred eighty (180) days prior written notice before the event.

The City of Chicago will not be liable for any damages sustained by the Lessee if the City of Chicago exercises its right to terminate.

4) Payment of rent shall be by certified check made payable to the City of Chicago and together with a Certificate of Insurance in the minimum of \$1,000,000 per accident, \$150,000 per person Liability Insurance naming the City of Chicago as additional insured shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. Operations

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessor shall use clean-up/repair/late deposit to restore said premises to their present condition. However, if deposit is not sufficient to restore said premises, Lessee upon demand will pay sum necessary to complete restoration.

Lessee agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Lessee unless approved by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Lessee will permit no chairs or moveable sets to be or remain in the passageways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. Lessor shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held in the demised premises, and Lessee, or any other persons in Lessee's employ, shall not collect nor interfere with collection or custody of such articles.
- F. Lessor reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner of General Services, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Lakeside must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.
- J. Lessee shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of

General Services and Mayor's Office of Special Events for the entire set-up and breakdown period.

- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- L. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Lessee shall pay for heat, utilities and normal custodial services and where the City provides for additional services, the Lessee shall be billed separately for these.
- O. Lessee acknowledges that not more than 10,000 persons will be allowed in Auditorium/Recreation/Sheds and Terminal Buildings at any one time during term of lease.
- P. Lessee will comply with all City sales tax and City amusement tax requirements.
- Q. Lessee must take East End and Sheds in existing condition. A walk through with City staff must occur before Lessee assumes occupancy and immediately following breakdown.
- R. Lessee must comply with City of Chicago's Rules and Regulations of Navy Pier.
- S. Axle load limitations be imposed that now exist for the entry ramps (7,000 lbs./axle).
- T. Interior shed vehicular speed be limited to 10 m.p.h.
- U. Trucks and/or trailers cannot be parked in sheds other than loading or unloading.
- V. The sheds be closed/secured from all public vehicle traffic during and prior to set-up and break down time.
- W. No private vehicular traffic be allowed in the sheds.

In Witness Whereof, the parties hereto have caused this instrument to be signed in duplicates under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH MEDINAH SHRINE
CIRCUS FOR TRAILER PARKING PURPOSES AT
NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement with the Medinah Shrine Circus for the purpose of parking trailers on a portion of the South Dock of Navy Pier.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 General Services is authorized to execute on behalf of the City of Chicago, a municipal corporation, as Lessor, with the Medinah Shrine Circus, as Lessee, of the South Dock (Frame 33 to Frame 43) on Navy Pier, to be used solely for the purpose of parking of trailers; such lease to be approved by the Commissioner of the Department of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement For Navy Pier.

This Lease Agreement is made and entered into as of the ____ day of _____, 19____, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and the Medinah Shrine Circus Fund, (hereinafter referred to as "Lessee").

Witnesseth:

That Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of the Lessee, does hereby grant to Lessee for its sole and exclusive use, the privileges hereinafter described on premises at Navy Pier, such premises to be specifically defined in Part 2, attached hereto and incorporated by reference, Post of Grand Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts:

Part 1--General Conditions;

Part 2--Special conditions, numbered 1 to 9, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

Part I -- General Conditions.

Article I.

This Agreement Is Subject and Subordinate To any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or maybe required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation, or maintenance of said Pier.

Lessor reserves the right to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest

in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or legal entity.

Article III.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationships of partners or joint venturers between the Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article IV.

Lessee has examined the premises prior to, and as a condition precedent to the execution of this lease agreement, and is satisfied with the physical condition of the premises and the suitability of the premises for Lessee's intended use and accepts the premises in the condition they are in at the beginning of this lease. Lessee further acknowledges that Lessor has made no representations regarding the condition of the premises and, to the extent permitted by law, expressly waives any rights or claims against Lessor for any loss, cost, damage or expense arising out of the condition of the premises or their suitability for Lessee's intended use. Lessee agrees to pay Lessor immediately upon demand, the sum or sums necessary to correct or repair any damage to the premises or any part thereof, or any damage to any building or any part thereof, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee or any agents, guests or invitees of Lessee.

Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair, and shall restore and yield the premises back to Lessor upon the termination of this agreement in good condition and repair, ordinary wear and tear excepted.

Article V.

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the prior consent in writing in each instance of the Commissioner of General Services (hereinafter called

"Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, whether structural or non-structural. In connection with any request to alter the premises, Commissioner may require submission of proposed designs, floor plans, construction plans, specifications, bonds, assurances and contract documents therefor and if approved may require that such alterations incorporate all or part of any such alterations within this agreement as attachments thereto.

Article VI.

Lessee agrees to occupy the premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies and all agencies thereof having jurisdiction over the premises, and Lessee shall observe and comply with all regulations which may be applicable to its operation or to the operations, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article VII.

Except for claims arising out of the acts caused by the affirmative negligence of the Lessor or its representatives, Lessee hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages both real and alleged, for injury to persons or property, and arising out of or in connection with the use or misuse of said premises. Lessee agrees to provide prepaid policies of insurance generally known as comprehensive public liability insurance, workmen's compensation for any and all employees of the Lessee and property damage insurance in amounts satisfactory to the Lessor. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, Lessee agrees to include the Lessor and the Public Building Commission of the City of Chicago as additional insureds on any and all insurance policies and to deliver to Lessor duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this lease.

In the event, Lessee shall not exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Article VIII.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be

rendered untenable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obligated to do so. If the premises are not rendered tenantable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Article X.

Lessee shall keep the leased premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefore by Lessor.

Article XI.

Lessee hereby agrees that, to the extent permitted by law, Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Article XII.

Lessor shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises, unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

Article XIII.

To secure the faithful performance by Lessee of the covenants, conditions and agreements set forth in this lease to be performed by it, Lessee shall deposit the sum of \$500.00 (or alternative amount specified in Special Conditions of this lease) with Lessor upon reserving the premises for a date certain. Said deposit will be non-refundable unless Lessor terminates this lease prior to the planned event or date specified in Special Conditions of this lease. The deposit shall be applied to and be used as payment toward the total amount due.

Article XIV.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XV.

It is understood and agreed between the parties hereto that time is of the essence of this lease and this applies to all terms and conditions contained herein.

Article XVI.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XVIII.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XIX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XX.

The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence, or which may hereafter be made, said Lessor, his agent or attorneys, may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Article XXI.

Lessee, in performing under this Lease Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Lessee further agrees that this clause will be incorporated in all contracts entered into with

suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Lease Agreement.

The breach of any of the above nondiscrimination covenants shall constitute cause for the City of Chicago to terminate this Lease Agreement.

Article XXII.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of this agreement.

Article XXIII.

Notice to Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services, Attn.: Supervisor of Leasing of the City of Chicago, 320 North Clark Street, Room 505, Chicago, Illinois 60610, and notice to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at Medinah Temple Shrine Circus, 600 North Wabash Avenue, Chicago, Illinois 60611.

Article XXIV.

No helium balloons permitted on subject premises.

Article XXV.

The obligations of Lessee contained in Articles IV and VII shall survive the expiration or sooner termination of this Lease.

Part II -- Special Conditions.

1. Premises

Lessor does hereby grant to Lessee the following area of Navy Pier:

South Dock.

2. Purpose

Lessee shall use the South Dock (Frame 33 to Frame 43) for the purpose of parking of their trailers.

3. Term

The term of this Agreement shall begin on the 1st day of March, 1988 at 8:00 A.M. and shall terminate on the 21st day of March, 1988 at 8:00 A.M.

Set-up Time

N/A.

Break Down Time

N/A.

4. Rent

N/A.

5. Clean-up/Repair/Late Deposit

Seven Hundred and no/100 Dollars (\$700.00).

6. Payments of rent shall be by certified check made payable to the "City of Chicago" and together with a Certificate of Insurance in the minimum of \$1,000,000 naming the City of Chicago and the Public Building Commission as additional insured and shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

7. Notification Provision

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Supervisor of Leasing, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, and at such other place as the Lessor from

time to time appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

8. Breakdown Penalty

In the event that Lessee has not vacated demised premises by March 21, 1988 at 11:50 A.M., Lessor will deduct \$50.00 for the first day and \$100.00 for each additional day thereafter. In the event that Lessee exhausts the entire amount of the Clean-up/Repair/Break Down Deposit.

9. Operations

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Lessee, or at Lessees agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessor shall use damage deposit to restore said premises to their present condition. However, if deposit is not sufficient to restore said premises, Lessee upon demand will pay sum necessary to complete restoration.

Lessee agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. The South Dock must remain open at all times for loading vehicles from General Services, Special Events, Streets and Sanitation, food vendors and producers of public and private programs.
- D. All personnel with Navy Pier Identification badges must be allowed access to all areas of Navy Pier at all times.
- E. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative and their determination shall be final.
- F. Designated staff members of the City of Chicago may enter the area and all of the demised premises at any time and on any occasion.
- G. Lessor shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Lessee, or any

other persons in Lessee's employment, shall not collect nor interfere with collection or custody of such articles.

- H. Lessor reserves the right to eject any objectionable person or persons from said area, and upon the exercise of this right by the Commissioner of General Services, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- I. Lessee must pay costs of any necessary city personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- J. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.
- K. Lessee shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of General Services.
- L. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- M. The serving of alcoholic beverages of any kind shall be prohibited on the demised premises.
- N. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- O. Lessee shall pay for all utilities and normal custodial services; where the City provides for additional services, the Lessee shall be billed separately for these.
- P. Lessee acknowledges that not more than twelve (12) trailers will be allowed on the South Dock at any one time during term of lease.
- Q. Lessee must take South Dock in existing condition. A walk through with City Staff must occur before Lessee assumes occupancy.
- R. Lessee must comply with City of Chicago's Rules and Regulations of Navy Pier.

In Witness Whereof, the parties hereto have caused this instrument to be signed in duplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT AT 1625 NORTH
DAMEN AVENUE FOR USE BY THE LATINO
CHICAGO THEATER COMPANY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a lease agreement for The Latino Chicago Theater Company for use of the city-owned building located at 1625 North Damen Avenue.

On motion of Alderman Banks, the proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 General Services is authorized to execute on behalf of the City of Chicago a lease from the City of Chicago, a municipal corporation, as Lessor, for the entire building which consists of approximately 8,800 square feet and located at 1625 North Damen Avenue for use by The Latino Chicago Theater, as Lessee, such lease to be approved by the Department of General Services and to be approved as to form and legality by the office of the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 12746
of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

(Continued on page 12747)

LEASE

(ILLINOIS)

Lease NO. 20048

This Indenture, Made this _____ day of _____

A. D. 19____ Between City of Chicago, a municipal corporation
 _____ party of the first part and The Latino Chicago Theater Company,
1625 North Damen Avenue, Chicago, Illinois 60647 party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in the City of Chicago County of Cook and State of Illinois, known and described as follows:

City of Chicago Fire Station located at 1625 North Damen Avenue
to be used for the purpose of a community theater.

TO HAVE AND TO HOLD the same, unto the party of the second part, for the period beginning the 1st day of February, 1988, or date of occupation, whichever occurs later, and ending five (5) years from date on which the lease commences.

And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at the Office of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, IL 60602 as rent for said leased premises for said term the sum of Three Hundred and no/100 Dollars (\$ 300.00). Annual rental payable one year in advance upon execution of lease and by February 1st of each succeeding year.

SECOND.—That they examined and know the condition of said premises; and he received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at _____ own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That they will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For additional responsibilities of Lessor and Lessee see Rider attached hereto and made a part hereof.

The party of the second part hereby irrevocably constitutes _____ or any attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered uninhabitable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and
 legality except as to property
 description execution.

Assistant Corporation Counsel

The Latino Chicago Theater (SEAL)

(SEAL)

Department of Public Works (SEAL)

By: _____
 Supervisor of Leasing,
 Real Estate

Commissioner of General Services

(Continued from page 12745)

Rider.

Attached hereto and made a part hereof the lease between the City of Chicago and the Latino Chicago Theater Company for the use of a City of Chicago Fire Station located at 1625 North Damen Avenue for the purpose of staging theatrical productions.

- Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Supervisor of Leasing, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.
- Sixth: Lessee shall pay any and all leasehold or use taxes on said premises if levied, within deadlines established by governmental taxing bodies.
- Seventh: Lessee shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.
- Eighth: Lessee shall provide and maintain, at all times, public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessor to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessee shall mail to the Lessor at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.
- Ninth: Lessee agrees to indemnify and hold the City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City by reason or on account of damage to the property of the City or injury to or death of any person, arising from Lessee's use or occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

- Tenth: The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with Lessee's conduct of its regular business. In the event of an emergency Lessor shall not be required to give Lessee notice prior to entering the premises.
- Eleventh: Lessee shall be responsible for all repairs and improvements to the demised premises.
- Twelfth: Lessee shall make the premises handicapped accessible including washroom facilities.
- Thirteenth: Lessee agrees that in utilizing said premises that it shall not discriminate against any member of the public because of race, creed, color or national origin.
- Fourteenth: Lessee shall function as a civic organization operating the premises exclusively as a theater. Any activities on the premises must be limited to legitimate not-for-profit purposes. The promotion and operation of the theater does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Lessee shall not use said premises for political or religious activities.
- Fifteenth: Lessee shall comply at all times with applicable municipal, county, state, and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.
- Sixteenth: Lessee shall pay all utility costs associated with the demised premises.
- Seventeenth: Lessee may conduct fund raising activities which do not require state or local licenses. Lessee may not conduct any fund raising activities which involve the sale of alcohol or are based in any part on games of chance.
- Eighteenth: Lessee shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.
- Nineteenth: Lessee shall provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.
- Twentieth: Lessee agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.

Twenty-first: For any activity which Lessee desires to conduct on the premises in which a license or permit is required, said license or permit must be obtained by Lessee prior to using the premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

Twenty-second: Preparation of leased premises: The obligations of the Lessor and Lessee to make the leased premises ready for the use and occupancy of Lessee are as follows:

- (A) Lessee shall, subject to the conditions set forth below, proceed with all due diligence to prepare the leased premises, at Lessee's sole cost and expense, including all costs to obtain permits and licenses substantially in accordance with plans, outlines and specifications, copies of which have been identified by the parties as Exhibit "A" to this lease. Lessee shall not, however, be required to commence such preparation until it shall have obtained all final administrative approvals and permits if necessary conditions precedent for the issuance of building permits by the appropriate jurisdiction or authority. Lessor shall have the right to terminate this lease, without penalty, if Lessee shall not be able to secure such final approvals and permits.
- (B) Lessee shall not be held liable or responsible for delays in construction of Lessee's work arising out of or occasioned by strikes, accidents, acts of God, weather conditions, inability to secure labor or materials, fire regulations or other restrictions imposed by any government or any governmental agency, or other delays beyond Lessee's control. However, if necessary permits have been obtained, Lessee shall prepare space within time frame of work letter after execution of lease, or issuance of necessary permits, whichever is later.
- (C) Lessee shall prepare a work letter detailing the first (1st) through twenty-fourth (24th) month of its construction schedule. A work letter will be submitted to the Director of Real Estate prior to execution of lease. The Director of Real Estate will review the construction progress in the eighteenth (18th) month after execution of this lease.

Lessee shall not make any improvements after initial construction to said premises without prior written consent of the City's Department of General Services and Department of Public Works.

- Twenty-third: Option to Purchase: Option I. Lessee shall have the right to purchase the demised premises within the first eighteen (18) months from the execution of lease for Thirty-five Thousand and no/100 Dollars (\$35,000).
- Option II. After the sixtieth (60th) month from the execution of the lease, Lessee has the option of purchasing the demised premises at the fair market value established by the Director of Real Estate, less the dollar amount of audited capital improvements paid by the Latino Chicago Theater Group during the lease term. Lessee shall be prepared to purchase the subject property within four (4) months after expiration of the term of this lease. If Lessee does not receive title within said four (4) month period and delay is not caused by Lessor, both parties agree that this option of purchase then becomes null and void.
- Twenty-fourth: Lessee agrees to turn on exterior night lights on a daily basis.
- Twenty-fifth: Eminent Domain: If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or changed grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this lease upon not less than one hundred eighty (180) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation, and the Lessee shall have no right to share in the condemnation award or in any judgment or damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.
- Twenty-sixth: Encumbering Title: Lessee shall not do any act which shall in any way encumber the leasehold estate of Lessor in and to the leased premises, nor shall the interest or estate of Lessor in the leased premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the leased premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject to and

subordinate to the paramount title and rights of Lessor in and to the leased premises.

Twenty-seventh: All improvements excluding trade fixtures that Lessee constructs or installs in demised premises at Lessor's option become the property of the Lessor at termination of this lease.

Twenty-eighth: Trade Fixtures: Upon the termination of this lease by lapse of time, Lessee may remove Lessee's personal property and equipment other than such personal property and equipment as are referred to in Section 27th, provided that Lessee shall repair any injury or damage to the leased premises which may result from such removals. If Lessee does not remove Lessee's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the leased premises prior to the end of the term, however ended, Lessor may, at its option, remove the same and deliver them to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Lessor on demand, or Lessor may treat such property as being conveyed to Lessor with this lease as a bill of sale, without further payment or credit by Lessor to Lessee.

Twenty-ninth: Severability: If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Thirtieth: Applicable Law: This lease shall be construed and enforced in accordance with the laws of the State of Illinois.

COMMITTEE ON LICENSE.

APPOINTMENT OF REVEREND HARRY B. GIBSON AS
MEMBER OF CHICAGO CABLE COMMISSION.

The Committee on License submitted the following report:

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on License took under consideration a communication recommending the appointment of Reverend Harry B. Gibson as a member of the Chicago Cable Commission. This matter was presented to the committee on April 26, 1988 and considered by the committee on April 26, 1988 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the said recommendation.

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

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

On motion of Alderman Henry, the committee's recommendation was *Concurred In* and the said proposed appointment of Reverend Harry B. Gibson as a member of the Chicago Cable Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

Nays -- None.

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

PERMISSION TO SERVE ALCOHOLIC LIQUOR IN
CERTAIN CITY-OWNED OR CONTROLLED
BUILDINGS.

The Committee on License submitted the following report:

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on License took under consideration a communication recommending an ordinance authorizing the amendment of the Liquor Control Act of 1984, Section 6-15, and authorizing the regulation of the serving of liquor in specifically designated city-owned or controlled buildings. This matter was presented to the committee on April 26, 1988 and considered by the committee on April 26, 1988 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *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 yours,
(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, 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. In accordance with Section 6-15 of the Liquor Control Act of 1984, as amended, alcoholic liquor may be served pursuant to applicable provisions of the Municipal Code of Chicago in the following buildings owned or controlled by the City of Chicago:

City Hall,
Kraft Building,
Navy Pier, and
The Chicago Public Library Cultural Center.

SECTION 2. This ordinance shall take effect upon passage.

AMENDMENT OF MUNICIPAL CODE CHAPTER 104.2, SECTION
104.2-10 BY RAISING MINIMUM AGE OF PARTICIPANTS
OPERATING AUTOMATIC AMUSEMENT
DEVICES IN SPECIFIED
ESTABLISHMENTS.

The Committee on License submitted the following report:

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Chapter 104.2 of the Municipal Code of the City of Chicago, Section 104.2-10 concerning the operating procedures of establishments with automatic amusement devices, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed 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) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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. Chapter 104.2 of the Municipal Code of Chicago is hereby amended in Section 104.2-10 by adding the language in italics and deleting the language in brackets, as follows:

104.2-10. No person, firm, corporation, organization or other legal entity shall permit, and it shall be unlawful[,] for, any person under seventeen years of age to operate any automatic amusement device, except upon the premises of the city airports, between the hours of 8:00 A.M. and 3:00 P.M. on days in which the city's public schools are in session.

No person, firm, corporation, organization or other legal entity shall permit, and it shall be unlawful for, any person under the age of [seventeen] *twenty-one* to play an [Automatic Amusement Device on the premises of a Retail Alcoholic Liquor establishment.] *automatic amusement device located at an establishment which sells alcoholic liquor for consumption on the premises.*

SECTION 2. This ordinance shall take effect upon passage.

COMMITTEE ON LOCAL TRANSPORTATION.

ABANDONMENT OF CENTRAL AREA SUBWAY SYSTEM KNOWN AS KINGSBURY-LARRABEE-CLYBOURN- ALIGNMENT.

The Committee on Local Transportation submitted the following report:

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a resolution (which was referred on April 13, 1988) declaring the north leg of the Central Area Subway System known as the Kingsbury-Larrabee-Clybourn-Alignment abandoned, begs leave to recommend that Your Honorable Body *Adopt* the said resolution, which is 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 Urban Transportation District Act (Public Act 76-609) was approved by the General Assembly of the State of Illinois on July 31, 1969; and

WHEREAS, Pursuant to the authority granted under the Urban Transportation District Act, the City Council of the City of Chicago approved a resolution on December 23, 1969, calling for the establishment of the Chicago Urban Transportation District; and

WHEREAS, Pursuant to the Urban Transportation District Act a special election was held on June 30, 1970, at which the voters of the City of Chicago approved the creation of the Chicago Urban Transportation District; and

WHEREAS, During the 1970's the Chicago Urban Transportation District pursuant to the Urban Transportation District Act prepared various plans for the construction of new subway lines in the City of Chicago; and

WHEREAS, One of the Chicago Urban Transportation District's proposed subway lines to be built was named the "Kingsbury-Larabee-Clybourn-Alignment"; and

WHEREAS, Due to lack of federal funding of the proposed new subway lines, including the Kingsbury-Larabee-Clybourn-Alignment, none of the proposed subway lines were built by the Chicago Urban Transportation District; and

WHEREAS, Public Act 82-1048 which was approved by the General Assembly and became effective on July 1, 1983, repealed the Urban Transportation District Act as of January 1, 1984, thereby abolishing the Chicago Urban Transportation District on January 1, 1984; and

WHEREAS, No funding exists for the construction of the Chicago Urban Transportation District's previously proposed new subway lines; now, therefore,

Be It Resolved, By the City Council of the City of Chicago that the north leg of the Central Area Subway System known as the Kingsbury-Larrabee-Clybourn- Alignment has been and is hereby declared to be abandoned.

CONSTRUCTION OF BUS PASSENGER SHELTERS AT
SPECIFIED INTERSECTIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred March 9, 1988) for two bus passenger shelters, one for northbound passengers on South Halsted Street at West 115th Street and one for northwest bound passengers on West Chelsea Place at South Vincennes Avenue, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, 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 shelters at the following locations within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
South Halsted Street		West 115th Street	North	34
West Chelsea Street		South Vincennes Avenue	Northeast	19

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus 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 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 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 Public Works.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER
INSTALLATION OF BUS PASSENGER SHELTER
ON NORTHEAST CORNER OF SOUTH
SOUTH SHORE DRIVE AND
EAST 77TH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed order (which was referred on March 30, 1988) for the installation of a bus passenger shelter on the northeast corner of South South Shore Drive and East 77th Street, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northeast corner of South South Shore Drive and East 77th Street.

AMENDMENT OF ORDINANCE ESTABLISHING TAXICAB
STAND NUMBER 418 ON PORTION OF
NORTH LARRABEE STREET.

The Committee on Local Transportation submitted the following report.

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation having had under consideration a proposed ordinance (which was referred March 30, 1988) to amend an ordinance passed by the City Council on June 10, 1964, page 2840 of the Journal of the Proceedings of said date, which established Taxicab Stand No. 418 on North Larrabee Street, along the east curb, from a point 39 feet south of the south building line of West Chicago Avenue to a point 73 feet south thereof; and resuming at a point 20 feet south of the south line of the first alley south of West Chicago Avenue, extending 40 feet south thereof, 6 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 an ordinance passed by the City Council on June 10, 1964, page 2840 of the Journal of the Proceedings, establishing the following taxicab stand:

Stand 418

On North Larrabee Street, along the east curb, from a point 39 feet south of the south building line of West Chicago Avenue to a point 73 feet south thereof; and resuming at a point 20 feet south of the south line of the first alley south of West Chicago Avenue, extending 40 feet south thereof, 6 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"On North Larrabee Street, along the east curb, from a point 39 feet south of the south building line of West Chicago Avenue to a point 73 feet south thereof; and resuming at a point 20 feet south of the south line of the first alley south of West Chicago Avenue, extending 40 feet south thereof, 6 vehicles"

and inserting in lieu thereof the following:

"On West Superior Street along the north curb, from a point 20 feet east of the east building line of North Larrabee Street to a point 120 feet east thereof, 6 vehicles".

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

REPEAL OF ORDINANCE ESTABLISHING TAXICAB
STAND NUMBER 531 ON PORTION OF
WEST OGDEN AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, April 26, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on March 30, 1983) to repeal an ordinance passed by the City Council on March 31, 1983, printed on page 16950 of the Journal of the Proceedings of said date, which established Taxicab Stand No. 531 on West Ogden Avenue, along the south curb, from a point 20 feet west of the west building line of South Fairfield Avenue to a

point 60 feet west thereof (local lane). . . 3 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, 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 an ordinance passed by the City Council on March 31, 1983, page 16950 of the Journal of the Proceedings, establishing the following taxicab stand:

Stand 531

On West Ogden Avenue, along the south curb from a point 20 feet west of the west building line of South Fairfield Avenue to a point 60 feet west thereof (local lane), 3 vehicles,

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

COMMITTEE ON ZONING.

Action Deferred-- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Davis and Alderman T. Evans, *Deferred* and ordered published:

CHICAGO, April 27, 1988.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass said ordinances transmitted herewith (referred to your committee on November 10, 1987, December 23, 1987, January 3, 1988, January 27, 1988, February 10, 1988, February 25, 1988 and March 9, 1988) to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

The following matters failed to pass the committee's approval: 10266 in the 48th Ward on Map No. 13-G and application number 10212 in the 47th Ward was withdrawn by the applicant.

These recommendations were concurred in by the members of the Committee on Zoning with no dissenting vote.

Respectfully,
(Signed) DANNY K. DAVIS,
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 No. 3-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 3-J in the area bounded by

a line 115 feet west of and parallel to North Hamlin Avenue; the alley next south of and parallel to West Division Street; a line 145 feet west of and parallel to North Hamlin Avenue; West Division 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 No. 3-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by reclassifying as a B2-1 instead of an R3 the area shown on Map No. 3-J bounded by

North Homan Avenue; a line 50 feet west of and parallel to North Homan Avenue; the alley next north of and parallel to West Evergreen Avenue; and a line 36 feet south of and parallel to the alley north of and parallel to West Evergreen Avenue.

SECTION 2. This ordinance shall be in full effect from the date of its passage.

Reclassification Of Area Shown On Map No. 4-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing and M2-4 General Manufacturing District symbols and indications as shown on Map No. 4-F in the area bounded by

West 12th Street; South Canal Street; West 15th Street; the alley next west of and parallel to South Canal Street; a line 110.88 feet south of and parallel to the north line of West 15th Street if extended; South Union Street; West 15th Street; South Clinton

Street; the alley next south of and parallel to West 14th Place; a line 350 feet east of and parallel to South Jefferson Street; West 14th Place; South Clinton Street,

to those of a C2-5 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the C2-5 General Commercial District symbols and indications as shown on Map No. 4-F in the area bounded by

West 12th Street; South Canal Street; West 15th Street; the alley next west of and parallel to South Canal Street; a line 110.88 feet south of and parallel to the north line of West 15th Street if extended; South Union Street; West 15th Street; South Clinton Street; the alley next south of and parallel to West 14th Place; a line 350 feet east of and parallel to South Jefferson Street; West 14th Place; South Clinton Street,

to the designation of a Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Commercial Planned Development.

Statements.

1. The area delineated herein as a "Commercial Planned Development" is owned by Canadian Pacific Limited, a Canadian corporation. The applicant, John L. Marks, is the contract purchaser of said property
2. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development, subject to the review of the Department of Public Works and the approval of the Department of Planning.
3. All applicant official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees.

4. Any dedication or vacation of streets and 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.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. The following uses shall be permitted within the area delineated herein as Commercial Planned Development: General merchandise uses, retail drug stores, food stores, department stores, restaurants and service type business uses, parking and related uses (related uses as permitted in the C2 General Commercial District) storage, warehousing and wholesale establishments, and shall consist of two (2) phases as detailed in the Use and Bulk Regulations and Data table herewith attached.
7. Accessory buildings or structures may be constructed in the Commercial Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings, subject to the approval of the Department of Planning.
8. Commercial establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 2.0.
9. Identification signs may be permitted within the area delineated herein as Commercial Planned Development, subject to the review and approval of the Department of Buildings and the Department of Planning.
10. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form F.A.A.-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
11. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Commercial

Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- a. Property line map and right of way adjustments;
 - b. Existing zoning and preferential street system map;
 - c. Generalized Land Use Plan; and
 - d. Planned Development Use and Bulk Regulations and Data Chart.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to the Planned Developments", as promulgated by the Commissioner of Planning.
 13. Applicant shall have the right to use the existing viaducts and bridges and the air right thereover, constructed over South Union Street, South Jefferson Street, West 14th Place, West 14th Street and West Maxwell Street and connecting the subject property, for any use permitted under the terms of this Commercial Planned Development. No permanent structure shall be permitted on the air rights over the existing viaducts.

[Exhibits A, B, C and Use and Bulk Regulations and Data Chart
attached to this Plan of Development printed on
pages 12768 through 12772 of this
Journal.]

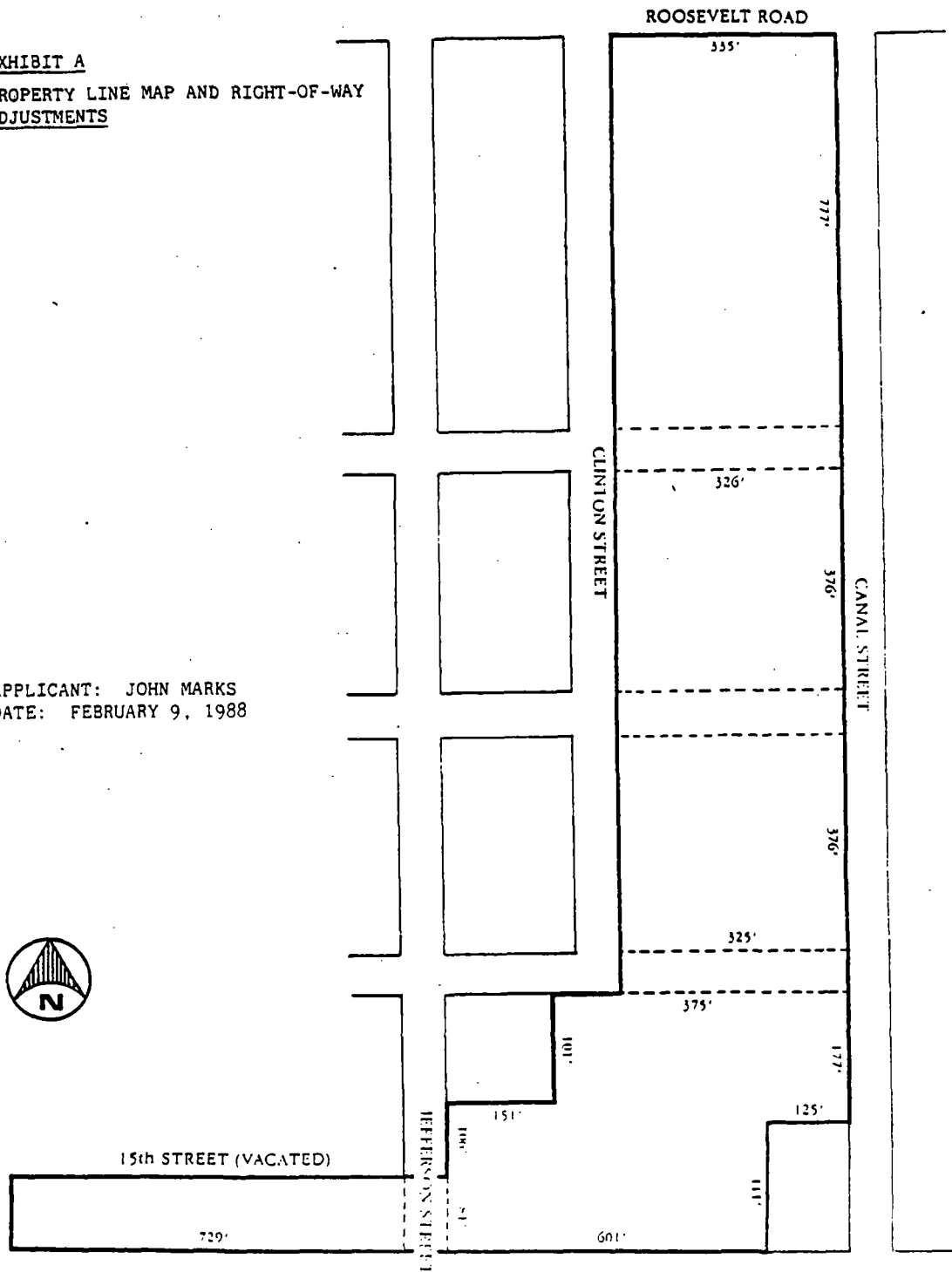
Reclassification Of Area Shown On Map No. 4-H.

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

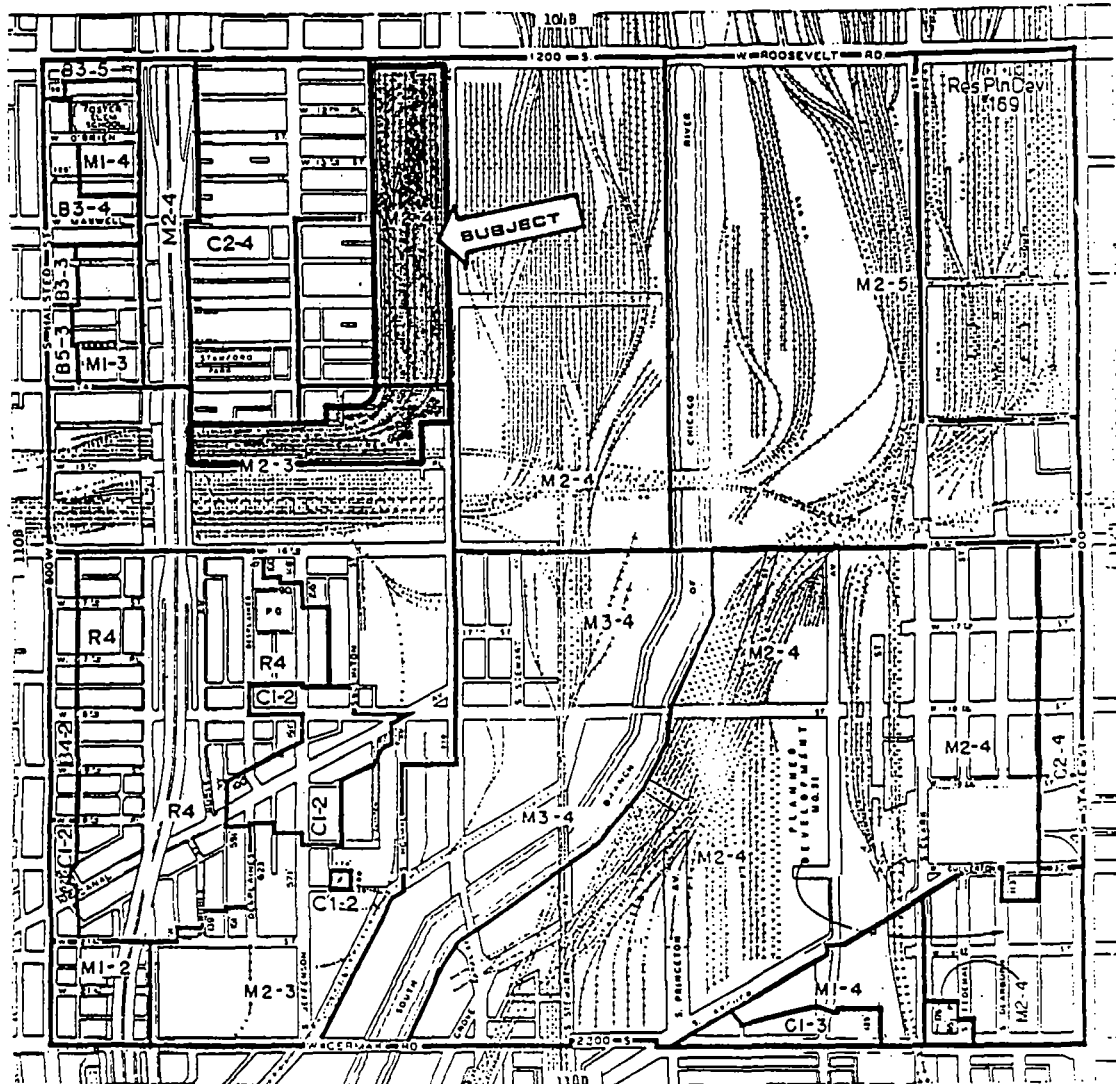
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-H in area bounded by

(Continued on page 12773)

BUSINESS PLANNED DEVELOPMENT NUMBER _____

EXHIBIT APROPERTY LINE MAP AND RIGHT-OF-WAY
ADJUSTMENTSAPPLICANT: JOHN MARKS
DATE: FEBRUARY 9, 1988

BUSINESS PLANNED DEVELOPMENT NUMBER _____

EXHIBIT BEXISTING ZONING AND PREFERENTIAL
STREET SYSTEM MAPRESIDENCE DISTRICTS

- R1 SINGLE-FAMILY, RESIDENCE DISTRICT
- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT
- R7 GENERAL RESIDENCE DISTRICT
- R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-1 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

AS
AMENDED
5-0-1-83

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 1
 FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 4
 FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 11
 FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10

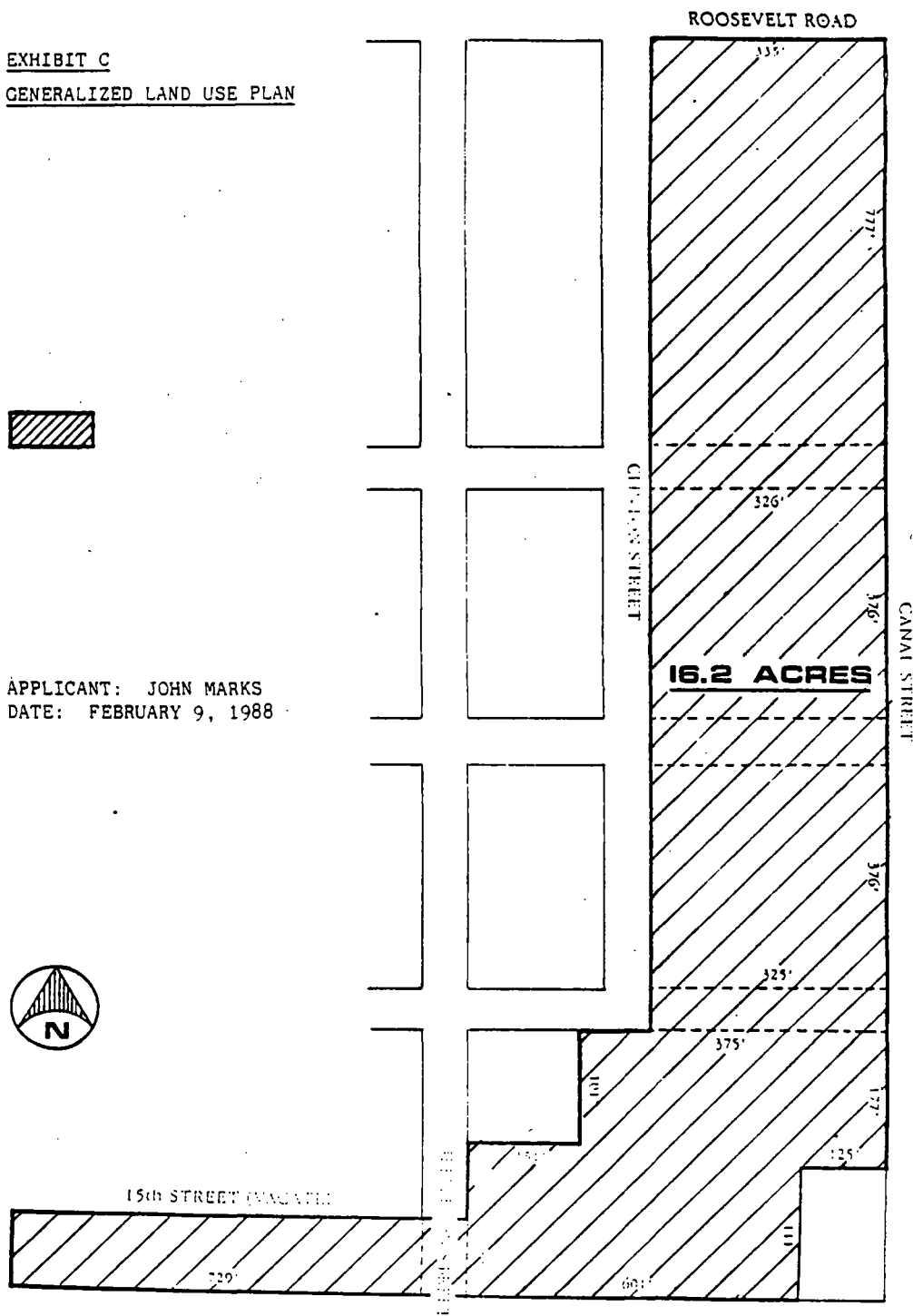


BUSINESS PLANNED DEVELOPMENT NUMBER _____

EXHIBIT C
GENERALIZED LAND USE PLAN



APPLICANT: JOHN MARKS
DATE: FEBRUARY 9, 1988



*Commercial Planned Development.**Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	Floor Area Ratio	Percent Land Coverage
Sq. Ft.	Acres	[General merchandise uses, retail drug stores, food stores, department stores, restaurants and service type business uses, parking and related uses (related uses as permitted in the C2 General Commercial District), storage, warehousing and wholesale establishment.]	2.0	100%
705,560	16.19			

Net Site Area		Public Right-Of-Way		Gross Site Area
705,560 Sq. Ft. (16.19 acres)	+	93,352 Sq. Ft. (2.14 acres)	=	798,912 Sq. Ft. (18.34 acres)

Phase I of the project will consist of up to 125,000 sq. ft. of retail/office uses and up to 580,000 sq. ft. of space devoted to wholesaling and warehousing uses. Phase II of the project will consist of an additional 75,000 sq. ft. of retail/office uses and up to an additional 630,560 sq. ft. of wholesaling and warehousing uses.

All development of the Phase II square footage will be subject to the review and approval of the Commissioner of Planning, which shall include an additional analysis of traffic and parking demand.

Minimum Off-Street Loading Spaces: 15

Minimum Off-Street Parking Spaces: 500

Minimum Required Setbacks: 0 along all property lines.

(Continued from page 12767)

a line 25 feet north of and parallel to West 21st Place; South Ashland Avenue; West 21st Place; and the alley next west of and parallel to South Ashland 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 No. 5-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 5-F in the area bounded by

West Fullerton Parkway; a line 115 feet east of North Clark Street; the alley next south of and parallel to West Fullerton Parkway; the alley next west of and parallel to North Commonwealth Avenue; a line 278 feet south of West Fullerton Parkway; a line 222 feet west of North Commonwealth Avenue; a line 223 feet north of West Belden Avenue; a line 130 feet west of North Commonwealth Avenue; West Belden Avenue; North Sedgwick Street; North Clark Street; West Webster Avenue; North Sedgwick Street; West Grant Place; the alley next west of North Clark Street; West Belden Avenue; the alley next west of North Clark Street; a line from a point 328 feet north of West Belden Avenue as measured along the east line of the alley next west of North Clark Street, to a point 315 feet north of West Belden Avenue and 200 feet east of North Cleveland Avenue; a line from a point 315 feet north of West Belden Avenue and 200 feet east of North Cleveland Avenue, to a point 125.2 feet east of North Cleveland Avenue and 120.8 feet south of West Fullerton Parkway; a line 120.8 feet south of West Fullerton Parkway; and a line 135 feet east of North Cleveland Avenue,

to those of a B3-3 General Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-H in area bounded by

the alley next north of and parallel to West Diversey Parkway; a line 251 feet 3 inches east of and parallel to North Paulina Avenue; West Diversey Parkway; and a line 151 feet 3 inches east of and parallel to North Paulina 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 No. 11-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 11-G in area bounded by

West Leland Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 60 feet south of and parallel to West Leland Avenue; and North Kenmore Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 11-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 11-N in the area bounded by

West Montrose Avenue; North Narragansett Avenue; a line 1,624.66 feet north of the center line of West Irving Park Road; the north line of the existing paved road as delineated on the appended legal description; and a line extended through a point 2,080.00 feet north of the center line of West Irving Park Road and 988 feet west of the center line of North Narragansett Avenue, and a point 33 feet south of the center line of West Montrose Avenue and 1,139.14 feet west of the center line of North Narragansett Avenue,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development No. _____.

Plan Of Development.

Statements.

1. The area delineated herein as "Institutional Planned Development" is owned and controlled by the Public Building Commission of the City of Chicago.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Public Building Commission of Chicago and approval by the City Council. Right-of-way to be dedicated upon dedication of the proposed service road linking Irving Park Road and West Montrose Avenue. Said service road shall be dedicated upon development of the industrial area located south of the campus.
4. All applicable official reviews, approvals, or permits are required to be obtained by the Public Building Commission or its successors.
5. Service drives or any other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas. C.T.A. end-of-line layover service will be extended and relocated from Irving Park Road and Neenah Avenue to an on-site area adjacent to the Narragansett entrance to the campus.
6. Use of land will consist of academic and related uses as authorized by this Plan of Development. Earth station receiving dishes are expressly permitted. A comprehensive landscaping plan will be submitted for the site and shall be subject to the review and approval of the Commissioner of Planning.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning and the Department of Inspectional Services.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Use and Bulk Regulations and Data and Exhibit "1" attached to this Plan of Development read as follows:

Institutional Planned Development No. _____.

Use And Bulk Regulations And Data.

Net Site Area <u>Sq. Ft.</u> Acres	Generalized Description Of Land Use	Floor Area Ratio	Percent Of Site Coverage
<u>903.755*</u> 20.75	City College and related uses, recreational uses, and off-street parking.	0.75	35

Gross Site Area = New Site Area of 20.75 acres + Area
in Public Right-of-Way of 2.80 acres = 23.55 acres.

Maximum Floor Area Ratio: 0.75

Maximum Percent Site Coverage: 35%

Off-Street Loading: Per R4 requirements

Off-Street Parking:

Minimum: 600

Estimated Actual: 950 +

Minimum Periphery Building Setbacks:

Montrose Avenue.....	40 feet
Narragansett Avenue.....	40 feet
Other Property Lines.....	20 feet

Note: Existing Assembly building to remain; setbacks may be adjusted by the
Department of Planning within the maximum percent of site coverage.

* Net Site Area includes the land to be dedicated for a public street. See Property
Line Map attached and made part of the Planned Development.

Exhibit "1".

Excepting therefrom, the following described property: From the aforesaid point of beginning for the above described tract of land; thence South 89 degrees 48 minutes 44 seconds west to a point on a line drawn 63.00 feet west of and parallel with the East line of said Southeast Quarter; thence North 0 degrees 11 minutes 16 seconds west along said line 63.00 feet west of and parallel with the east line of said Southeast Quarter to a point on said line being 103.00 feet southerly of the north line of said Southeast Quarter; thence northwesterly to a point on a line drawn 53.00 feet south of and parallel with the north line of said Southeast Quarter, said point being 113.00 feet west of the east line of said Southeast Quarter; thence South 89 degrees 51 minutes 12 seconds west along said line 53.00 feet south of and parallel with the north line of said Southeast Quarter to the westerly line of the aforescribed tract of land to be conveyed; thence North 12 degrees 30 minutes 53 seconds west to a point on a line drawn 33.00 feet south of and parallel with the north line of the aforesaid Southeast Quarter, said point being 1,106.14 feet (as measured along said parallel line) west of the point on a line 33.00 feet west of and parallel with the east line of the aforesaid Southeast Quarter; thence North 89 degrees 51 minutes 12 seconds east, 1,106.14 feet along said line 33.00 feet south of and parallel with the north line of said Southeast Quarter to the point on said line 33.00 feet west of and parallel with the east line of the aforesaid Southeast Quarter; thence South 0 degrees 11 minutes 16 seconds east 1,002.40 feet along said line 33 feet west of and parallel with the east line of said Southeast Quarter to the hereinabove designated point of beginning.

Exhibit "2" and maps attached to the Plan of Development
printed on pages 12779 through 12782 of this Journal.]

Reclassification Of Area Shown On Map No. 12-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 District symbols and indications as shown on Map No. 12-J in the area bounded by

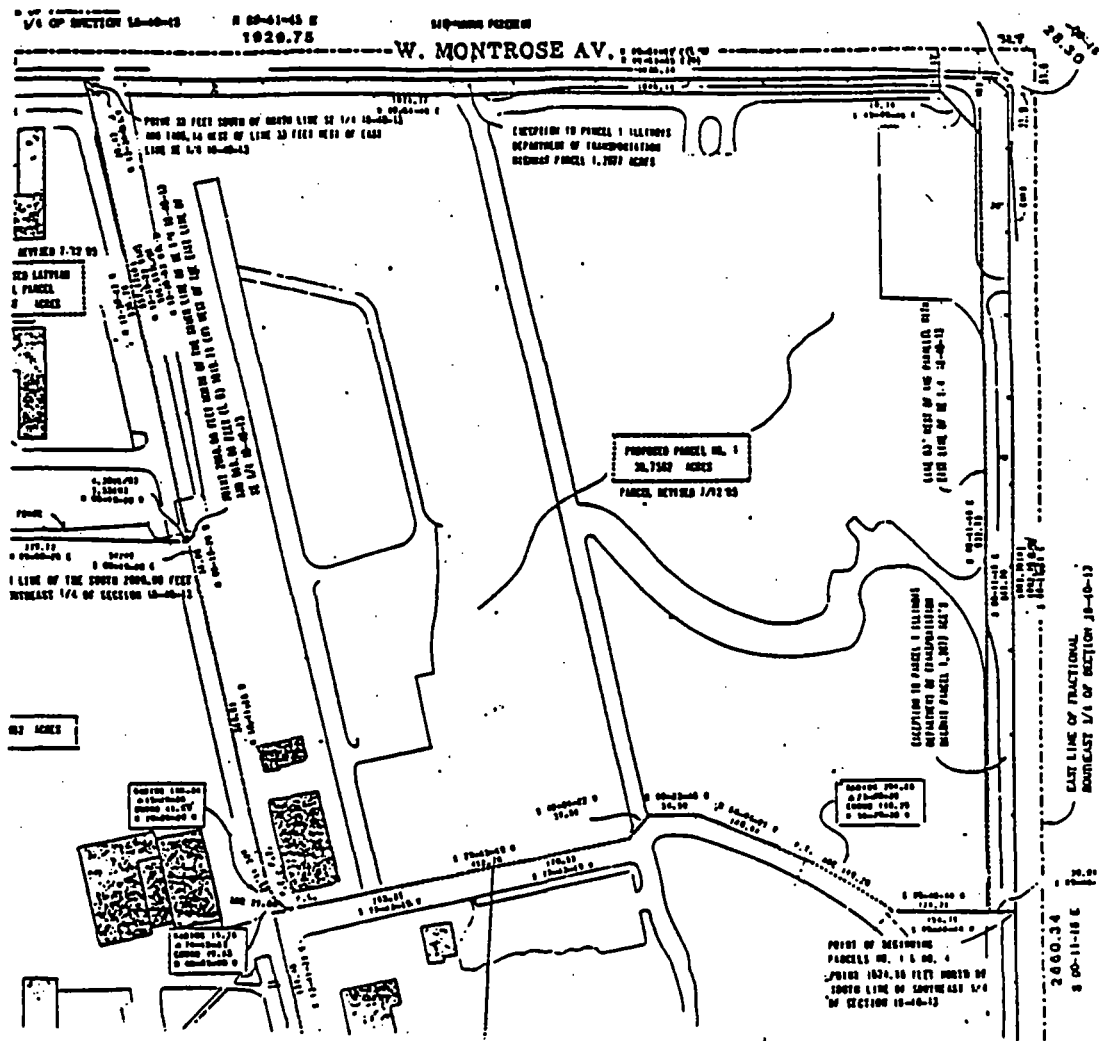
the alley next north of and parallel to South Archer Avenue; a line 37 feet east of and parallel to South Avers Avenue as measured along the north line of South Archer Avenue; South Archer Avenue; and South Avers Avenue,

to those of a C2-1 District and a corresponding use district is hereby established in the area above described.

(Continued on page 12783)

Exhibit 2

Plat of Survey



APPLICANT: Public Building Commission of Chicago

ADDRESS: Montrose and Narragansett Avenues

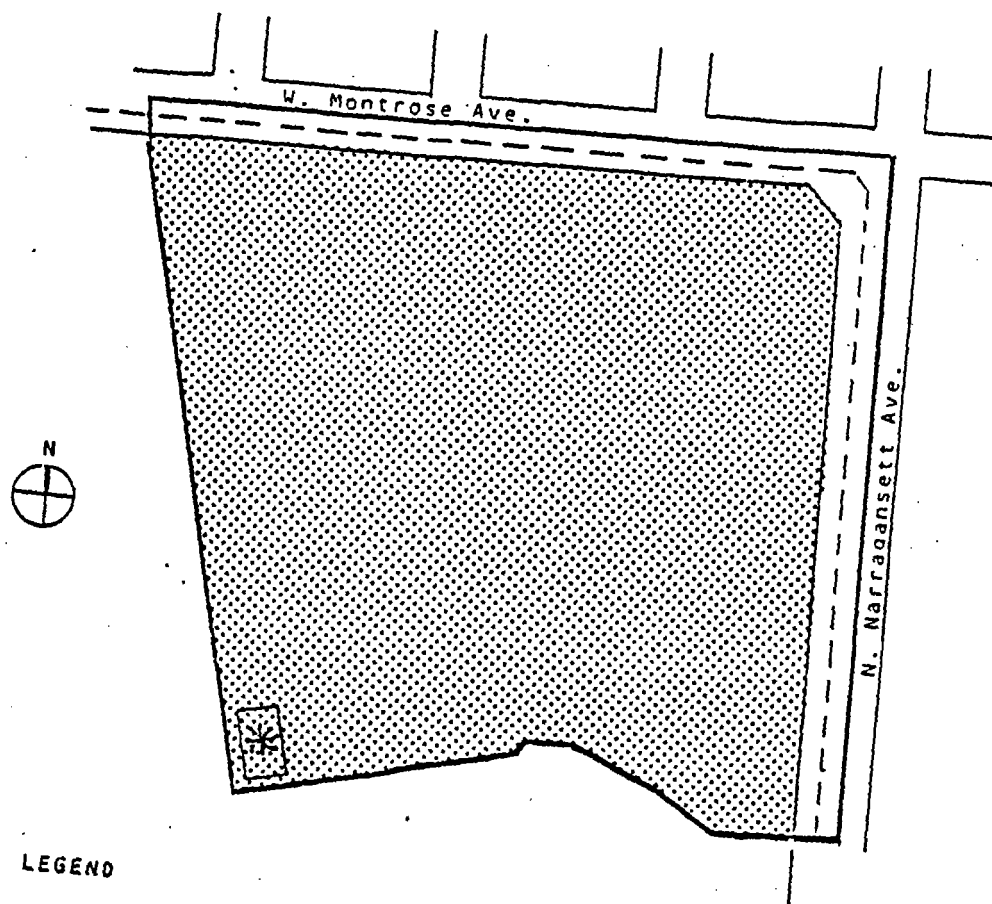
DATE: December 10, 1987.

4/27/88

REPORTS OF COMMITTEES

12781

INSTITUTIONAL PLANNED DEVELOPMENT NO. _____ GENERALIZED LAND USE PLAN



LEGEND

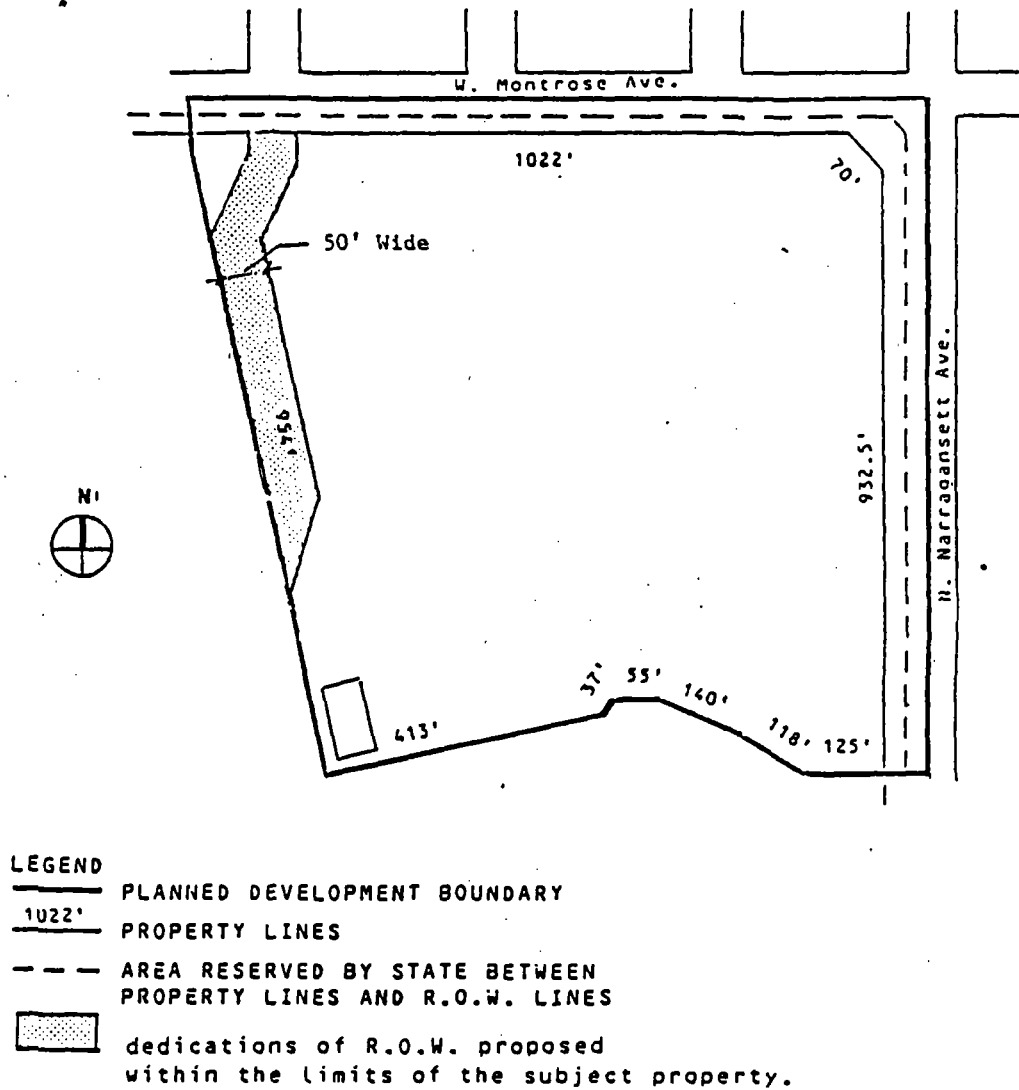
* EXISTING ASSEMBLY HALL TO REMAIN

— PLANNED DEVELOPMENT BOUNDARY
City College and Related Uses,
Recreation Facilities and
Off-Street Parking

APPLICANT: Public Building Commission of Chicago
ADDRESS: Montrose and Narragansett Avenues
DATE: December 10, 1987

Revised: April 14, 1988

INSTITUTIONAL PLANNED DEVELOPMENT NO. _____
 PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



APPLICANT: Public Building Commission of Chicago

ADDRESS: Montrose and Narragansett Avenues

DATE: December 10, 1987

Revised: April 14, 1988

(Continued from page 12778)

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 12-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-L in area bounded by

West 53rd Place; a line 351 feet west of and parallel to South Lockwood Avenue; a line 131.20 feet south of and parallel to West 53rd Place; a line 451 feet west of and parallel to South Lockwood 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 No. 13-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single Family Residence District symbols and indications as shown on Map No. 13-G in area bounded by

a line 117 feet north of and parallel to West Castlewood Terrace (as measured along the west line of North Marine Drive); North Marine Drive; a line 118.38 feet south of and parallel to West Castlewood Terrace (as measured along the west line of North Marine Drive); a line 227.50 feet long starting at a point 118.38 feet south of West

Castlewood Terrace (as measured along the west line of North Marine Drive) to a point 200.50 feet west of North Marine Drive (as measured along the south line of West Castlewood Terrace),

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 No. 16-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-L in area bounded by

West 63rd Street; South Laverne Avenue; a line 191 feet south of and parallel to West 63rd Street; South Lawler Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 18-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 18-F in area bounded by

a line 131.05 feet north of and parallel to West 75th Street; a line 86.44 feet west of and parallel to South Wentworth Avenue; West 75th Street; the alley if extended that is next east of and almost parallel to South Vincennes 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 No. 19-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 19-H in area bounded by

West Howard Street; North Hoyne Avenue; the alley next south of West Howard Street; and the alley next west of North Hoyne Avenue,

to those of a C1-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 26-D.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 26-D to reflect the establishment of a Communications Planned Development for the erection of an AM Radio

Antenna Tower System (9 towers) 205 feet high on the property known as 10460 South Woodlawn Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of an AM Radio Antenna System above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

[Exhibit "1" and maps attached to this ordinance printed
on pages 12787 through 12791
of this Journal.]

Reclassification Of Area Shown On Map No. 32-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 32-B in area bounded by

the alley next north of and parallel to East 130th Street; South Houston Avenue; East 130th Street; the alley next west of and parallel to South Houston Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

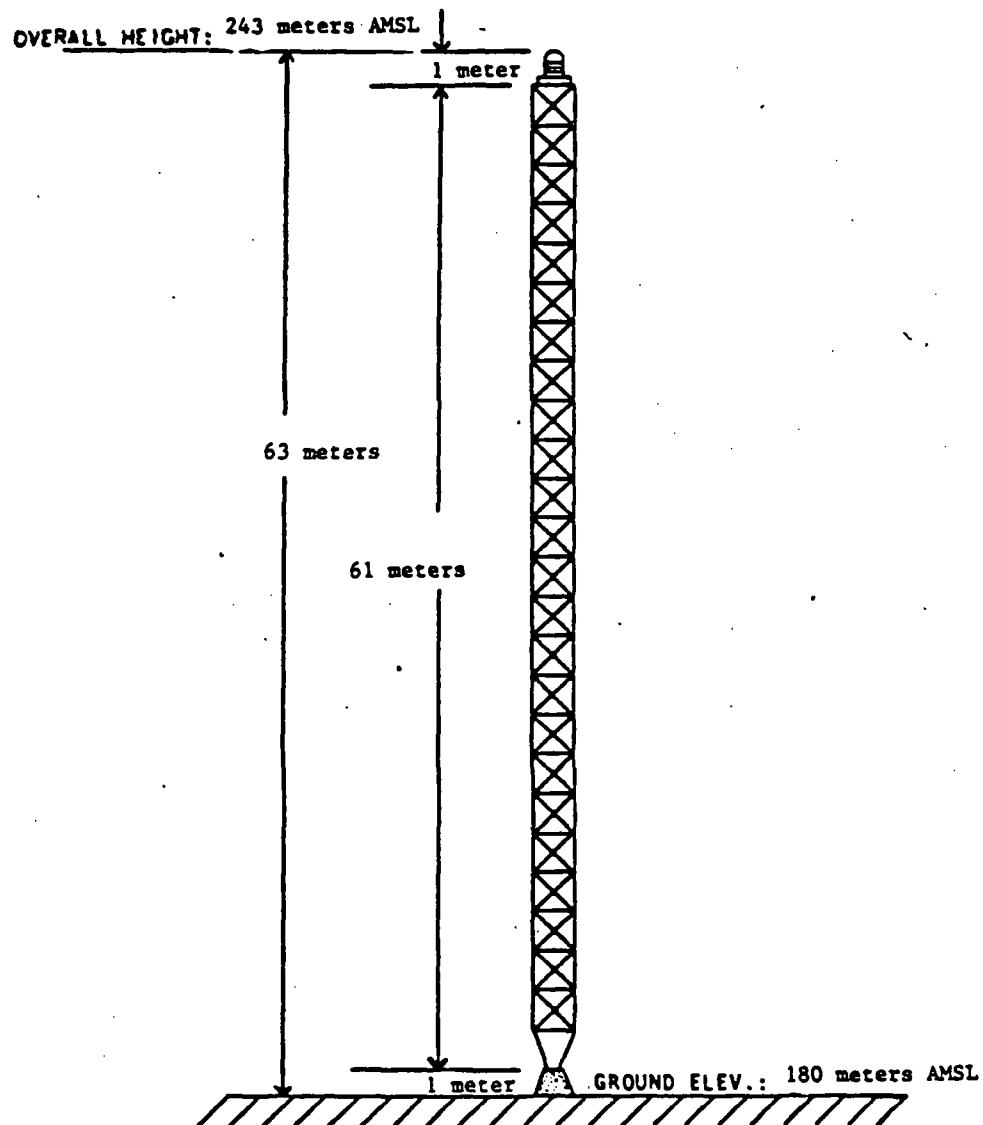


EXHIBIT NO. 1

NOTE: ALL TOWERS SAME

NOTE: NOT DRAWN TO SCALE

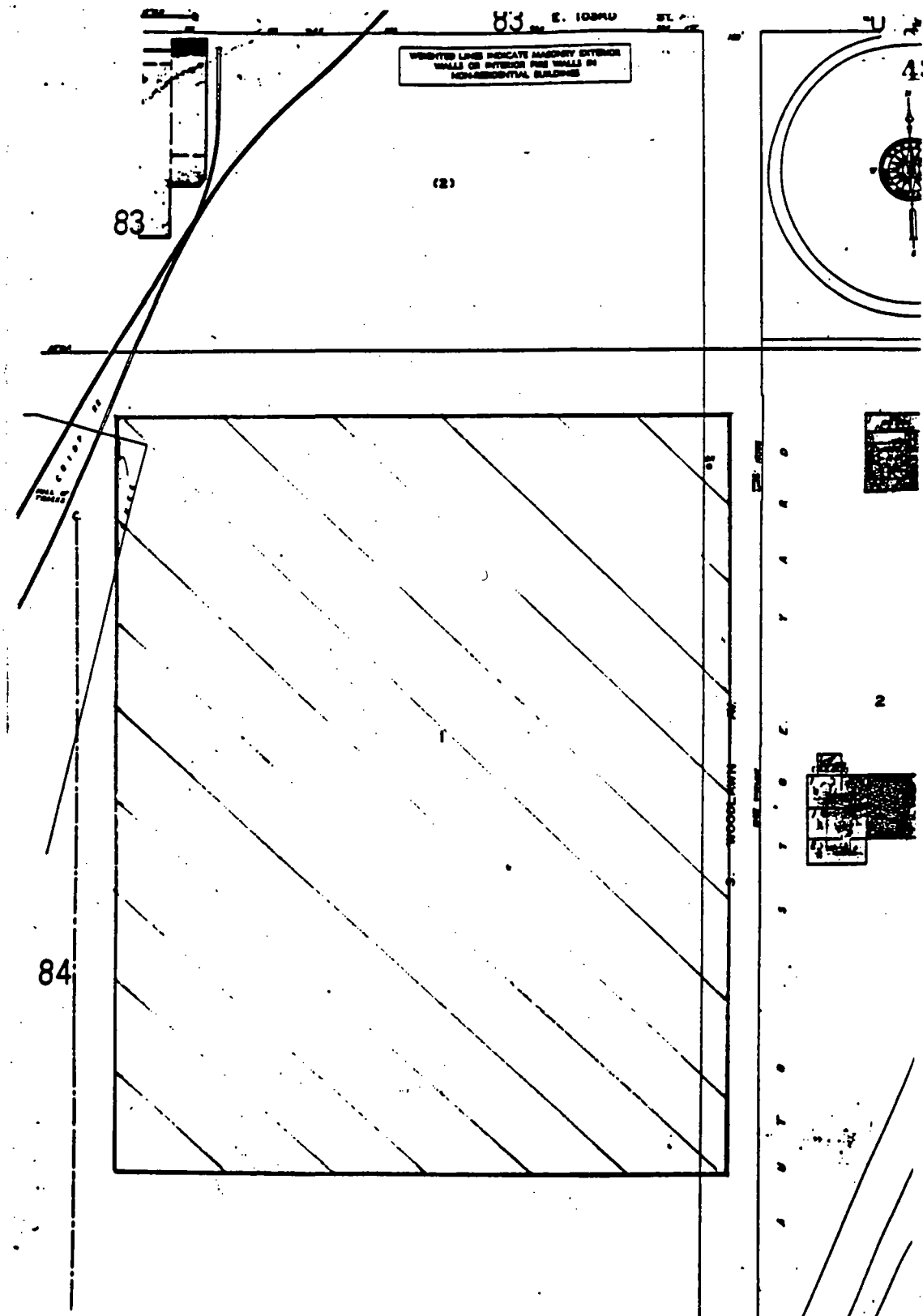
WMXA (AM)

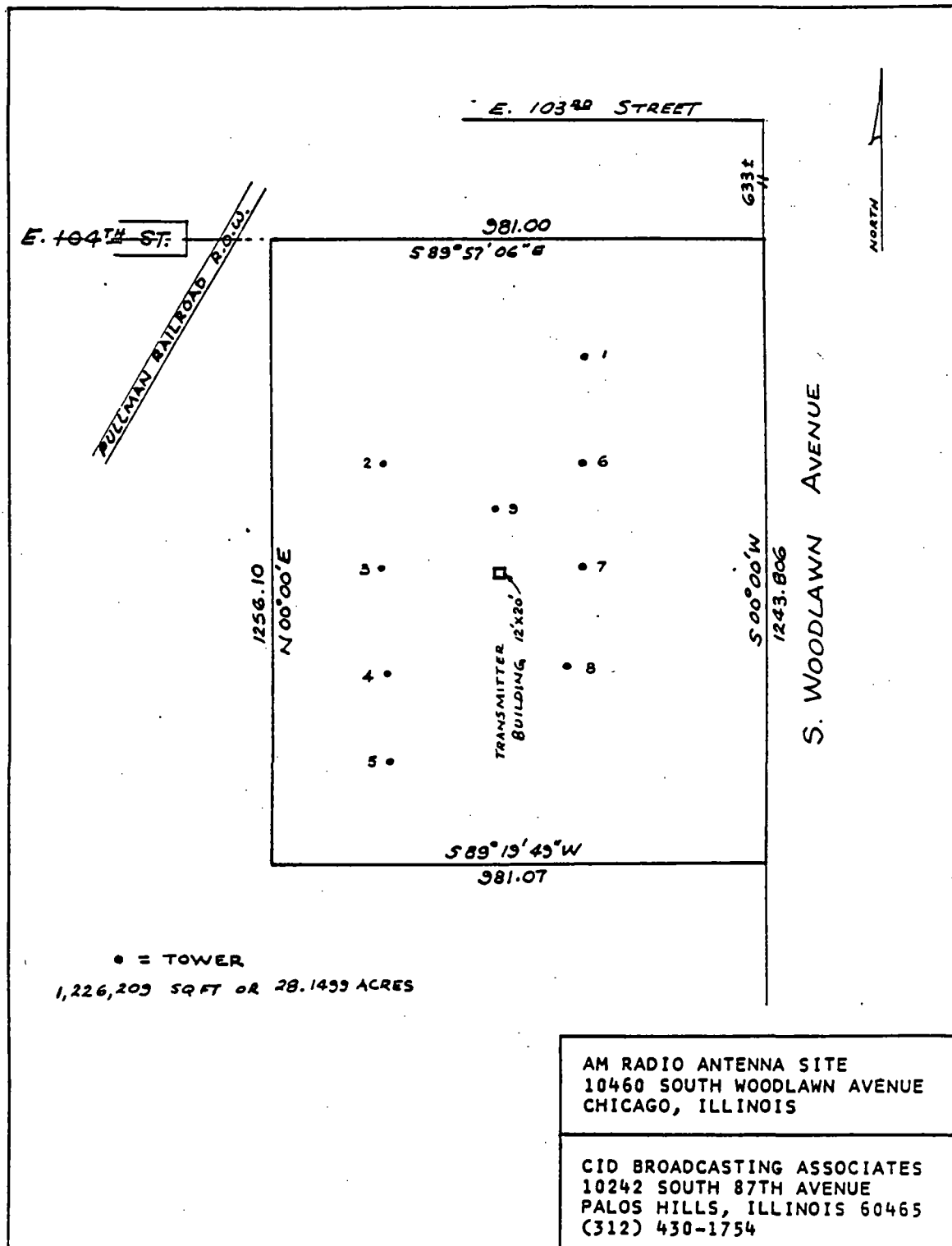
CHICAGO, IL

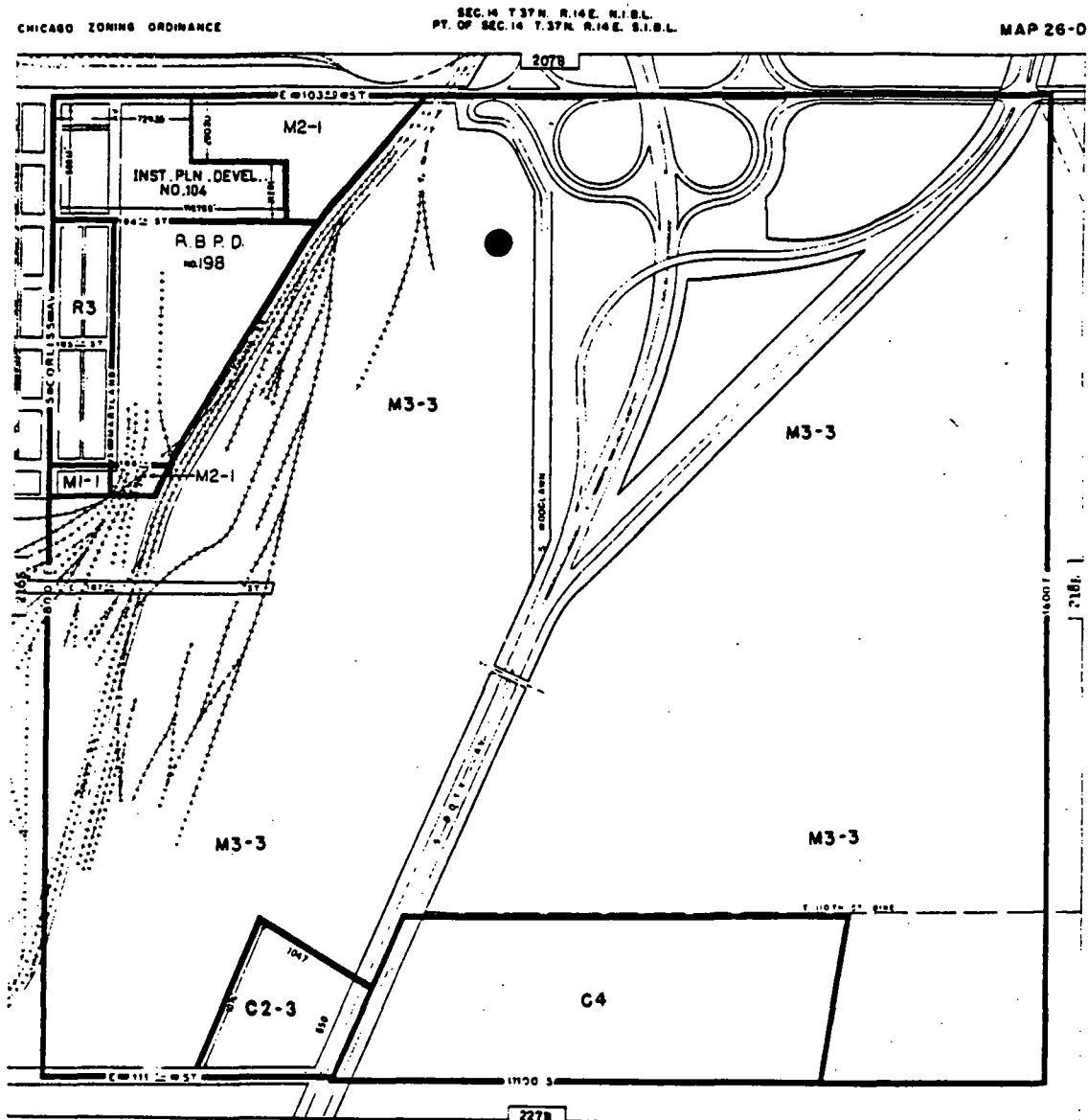
VERTICAL PLAN SKETCH OF PROPOSED ANTENNA

OCTOBER 1987

MOFFET, LARSON & JOHNSON, INC.







RESIDENCE DISTRICTS

- ```
R1 SINGLE-FAMILY RESIDENCE DISTRICT
R2 SINGLE-FAMILY RESIDENCE DISTRICT
R3 GENERAL RESIDENCE DISTRICT
R4 GENERAL RESIDENCE DISTRICT
R5 GENERAL RESIDENCE DISTRICT
R6 GENERAL RESIDENCE DISTRICT
R7 GENERAL RESIDENCE DISTRICT
R8 GENERAL RESIDENCE DISTRICT
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### BUSINESS DISTRICTS

- 01-1 TO 01-5 LOCAL RETAIL DISTRICTS  
02-1 TO 02-5 RESTRICTED RETAIL DISTRICTS  
03-1 TO 03-5 GENERAL RETAIL DISTRICTS  
04-1 TO 04-5 RESTRICTED SERVICE DISTRICTS  
05-1 TO 05-5 GENERAL SERVICE DISTRICTS  
06-6 AND 06-7 RESTRICTED CENTRAL BUSINESS DISTRICTS  
07-5 TO 07-7 GENERAL CENTRAL BUSINESS DISTRICTS

## COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICT  
C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS  
C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS  
C4 MOTOR FREIGHT TERMINAL DISTRICT

### MANUFACTURING DISTRICTS

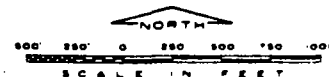
- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS  
M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS  
M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7

FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8

FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9

FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10



**JOINT COMMITTEE****COMMITTEE ON BUILDINGS.****COMMITTEE ON ZONING.**  

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**ISSUANCE OF PERMITS FOR ERECTION OF  
ILLUMINATED SIGNS.**

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report:

CHICAGO, April 27, 1988.

*To the President and Members of the City Council:*

The Committees on Buildings and Zoning beg leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith referred to your committees, on March 9, and March 30, 1988, to authorize the issuance of permits for the erection and maintenance of illuminated signs.

This recommendation was concurred in by the respective members of the committees with no dissenting vote.

Respectfully submitted,  
(Signed) DANNY K. DAVIS,  
*Chairman,*  
*Committee on Zoning.*

(Signed) FRED B. ROTI,  
*Chairman,*  
*Committee on Buildings.*

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

*3253 North Cicero Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern & Company, 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 3253 North Cicero Avenue, Olympic Hyundais:

Dimensions: length, 6 feet 4 inches; height, 33 feet 4 inches  
Height Above Grade/Roof to Top of Sign: 16 feet 8 inches above roof, from  
grade to roof 33 feet  
Total Square Foot Area: 211 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

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*1800 North Clybourn Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1800 North Clybourn Avenue, advertising (shopping center):



Dimensions: length, 18 feet 5 inches; height, 46 feet 6 inches  
Height Above Grade/Roof to Top of Sign: 46 feet 6 inches  
Total Square Foot Area: 860.25 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

---

*4001 West Devon Avenue.*

*Ordered,* That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Federal Sign Division of Federal Signal Corporation, 140 East Tower Drive, Burr Ridge, Illinois 60521, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) as follows: one double face sign, N.E. corner of building at 4001 West Devon Avenue, Chicago, Illinois 60646:

Dimensions: length, 3 feet 6 inches; height, 36 feet  
Height Above Grade/Roof to Top of Sign: 46 feet  
Total Square Foot Area: 126 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

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*1916 North Elston Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Signs, Incorporated, 4044 West McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1916 North Elston Avenue, public storage:

Dimensions: length, 27 feet 0 inches; height, 12 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 50 feet 0 inches  
Total Square Foot Area: 324 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

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*3682 North Elston Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3682 North Elston Avenue, advertising:

Dimensions: length, 23 feet; height, 22 feet  
Height Above Grade/Roof to Top of Sign: 52 feet  
Total Square Foot Area: 759 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

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*5--9 West Erie Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5--9 West Erie Street, general advertisers--various copy:

Dimensions: length, 48 feet; height, 14 feet (plus 5 feet for temporary extension)  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

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*3801 West Harrison Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern & Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for replacing lettering blocks in existing sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3801 West Harrison Street, Shell:

Dimensions: length, 30 feet 0 inches; height, 8 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 60 feet 0 inches  
Total Square Foot Area: 240 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

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*5159 West Irving Park Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 6959 West Grand Avenue, Chicago, Illinois 60635, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5159 West Irving Park Road, Lynch Ford:

Dimensions: length, 19 feet 6 inches; height, 6 feet 2 inches  
Height Above Grade/Roof to Top of Sign: 36 feet  
Total Square Foot Area: 120.3 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

*320 North LaSalle Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue sign permits to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of two illuminated projecting signs at 320 North LaSalle Street--one above the other with a three inch space in between for General Parking Corporation, 111 West Jackson Boulevard, Chicago, Illinois 60604:

Dimensions: length, 6 feet 0 inches; height, 6 feet 0 inches; and length, 3 feet 6 inches;  
height, 6 feet 0 inches  
Height Above Grade to Bottom of Bottom Sign: 9 feet 4 inches  
Total Square Foot Area: 57 square feet.

Each sign shall otherwise comply with all applicable provisions of Chapter 194A 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.

---

*5801 West North Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5801 West North Avenue, advertising:

Dimensions: length, 24 feet 6 inches; height, 24 feet 6 inches  
Height Above Grade/Roof to Top of Sign: 52 feet  
Total Square Foot Area: 907.74 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

*7801 South Western Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7801 South Western Avenue, advertising:

Dimensions: length, 23 feet; height, 22 feet  
Height Above Grade/Roof to Top of Sign: 46 feet  
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

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### **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                                                           |
|------------------------|---------------------------------------------------------------------------------------|
| BANKS (36th Ward)      | West Diversey Avenue, at 5644--7:00<br>A.M. to 7:00 P.M.--Monday through<br>Saturday; |
| EISENDRATH (43rd Ward) | North Lincoln Avenue, at 1939--3:00<br>P.M. to 6:00 P.M.--Monday through<br>Friday.   |

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*Referred* -- ESTABLISHMENT OF ONE-WAY TRAFFIC  
RESTRICTION ON PORTION OF  
WEST BELDEN AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on West Belden Avenue, from North Southport Avenue to North Racine Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION  
ON PORTION OF NORTH TRIPP AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance which would amend an ordinance passed April 22, 1953 (C.J. p. 4640) by striking the words "North Tripp Avenue, from West Lawrence Avenue to West Foster Avenue-- southerly" relative to the restriction on the movement of vehicular traffic on North Tripp Avenue and inserting in lieu thereof the words "North Tripp Avenue, from the first alley north of West Lawrence Avenue to West

Foster Avenue-- southerly", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* DISCONTINUANCE OF ONE-WAY TRAFFIC  
RESTRICTION ON PORTION OF WEST  
GRAND AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to discontinue the one-way traffic restriction at the first east-west alley south of West Grand Avenue, from North Rutherford Avenue to North Oak Park Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* CONVERSION OF "T" ALLEY TO ONE-WAY  
ALLEY ON PORTION OF WEST  
BELMONT AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed order to convert the "T" alley north of West Belmont Avenue, between North Drake Avenue and North Central Park Avenue, to a one-way alley--westerly, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* INSTALLATION OF PARKING METERS ON  
PORTION OF NORTH LINCOLN AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed order for the installation of two-hour parking meters on both sides of North Lincoln Avenue, from West Wrightwood Avenue to West Diversey Parkway, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred --* ESTABLISHMENT OF PARKING LIMITATION DURING  
SPECIFIED HOURS ON PORTION OF NORTH  
LA CROSSE AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to limit the parking of vehicles to two hour periods on the east side of the 5100 block of North La Crosse Avenue, from 8:00 A.M. to 6:00 P.M. on Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* PROHIBITION OF PARKING AT ALL TIMES  
AT SPECIFIED 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                                                                     |
|-----------------------------------|-------------------------------------------------------------------------------------------|
| SHAW (9th Ward)                   | South Wallace Street, at 12904;                                                           |
| STONE for<br>VRDOLYAK (10th Ward) | South Exchange Avenue, at 9627 (except for handicapped);                                  |
| FARY (12th Ward)                  | South Honore Street, at 4642 (except for handicapped);                                    |
| CARTER (15th Ward)                | South Paulina Street, at 6231 (except for handicapped);                                   |
| LANGFORD (16th Ward)              | South Justine Street, at 6228 (except for handicapped);<br>South Justine Street, at 6450; |
| GARCIA (22nd Ward)                | South Lawndale Avenue, at 2317 (except for handicapped);                                  |
| GUTIERREZ (26th Ward)             | North Albany Avenue, at 1827 (except for handicapped);                                    |



| Alderman             | Location And Distance                                      |
|----------------------|------------------------------------------------------------|
|                      | North Maplewood Avenue, at 824 (except for handicapped);   |
| GABINSKI (32nd Ward) | West Shakespeare Avenue, at 2137 (except for handicapped); |
| MELL (33rd Ward)     | North Rockwell Street, at 2450 (except for handicapped);   |
| KOTLARZ (35th Ward)  | West Oakdale Avenue, at 4125 (except for handicapped);     |
| LEVAR (45th Ward)    | West Argyle Street, at 5105 (except for handicapped).      |

---

*Referred --* ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF SOUTH WENTWORTH AVENUE.

Alderman Streeter (17th Ward) presented a proposed order to establish a residential permit parking zone at all times on the east side of South Wentworth Avenue, from West 81st Street to West 83rd Street--Zone 64, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* DESIGNATION OF SERVICE DRIVE/DIAGONAL  
PARKING AT 5600 WEST BARRY AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to designate that portion of 5600 West Barry Avenue, from the first alley west of North Central Avenue east to the driveway, as a service drive and to permit diagonal parking in said location, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- INSTALLATION OF TRAFFIC SIGNS AT SUNDRY  
LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                     | Location And Type Of Sign                                                                                                  |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <i>BLOOM</i> (5th Ward)      | South Ridgeland Avenue, at East 68th Street--"Stop";<br><br>South Cornell Avenue, at East 68th Street--"Stop";             |
| <i>LANGFORD</i> (16th Ward)  | West 58th Street and South Elizabeth Street--"Three-Way Stop";                                                             |
| <i>STREETER</i> (17th Ward)  | West 74th Place and South Princeton Avenue--"Three-Way Stop";                                                              |
| <i>HENRY</i> (24th Ward)     | South Komensky Avenue, at West 13th Street--"Stop";<br><br>West 19th Street and South Sawyer Avenue--"Three-Way Stop";     |
| <i>GUTIERREZ</i> (26th Ward) | South Leavitt Street, at West Potomac Avenue--"Stop";                                                                      |
| <i>KOTLARZ</i> (35th Ward)   | South Tripp Avenue, at West Waveland Avenue--"Stop";<br><br>North Kedvale Avenue and West Warwick Avenue--"Four-Way Stop"; |
| <i>LAURINO</i> (39th Ward)   | North Harding Avenue and West Leland Avenue--"Two-Way Stop";                                                               |
| <i>SCHULTER</i> (47th Ward)  | West Cullom Avenue, at North Oakley Avenue--"Stop";<br><br>West Newport Avenue, at North Wolcott Avenue--"Stop".           |

*Referred* -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR  
VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                    | Location And Distance                                                                                                                                          |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>HUELS</i> (11th Ward)    | South Throop Street, from 3100 south to West 32nd Place;<br><br>West 32nd Place, from 1000 west to 1300 west;                                                  |
| <i>STREETER</i> (17th Ward) | West 80th Street, from South Lafayette Avenue to South Vincennes Avenue;<br><br>West 74th Street, south from South Eggleston Avenue to South Vincennes Avenue. |

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

The aldermen named below presented seven proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

*BY ALDERMAN SHAW* (9th Ward):

To classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 28-E bounded by

East 117th Street; a line 225 feet east of and parallel to South State Street; the alley next south of and parallel to East 117th Street; the alley next east of and parallel to

South State Street; East 117th Place; the alley next east of and parallel to South State Street; East 118th Street; South State Street.

**BY ALDERMAN HUELS (11th Ward):**

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by

a line 133.00 feet east of and parallel to South Halsted Street to a line 125 feet north of and parallel to West 30th Street.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by

a line 100 feet east of and parallel to South Parnell Avenue to a line 150 feet thereof, to a line 125 feet south of and parallel to West 36th Street.

**BY ALDERMAN DAVIS (29th Ward):**

To classify as an R3 General Residence District instead of a C2-2 General Commercial District the area shown on Map No. 3-M bounded by

the alley next north of and parallel to West Chicago Avenue; North Mayfield Avenue; West Chicago Avenue; and a line 49 feet west of North Mayfield Avenue.

**BY ALDERMAN GILES (37th Ward):**

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 1-J bounded by

a line 299 feet south of West Ohio Street; the alley next east of North Avers Avenue; a line 371 feet south of West Ohio Street; and North Avers Avenue.

**BY ALDERMAN O'CONNOR (40th Ward):**

To classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 13-H bounded by

North Bowmanville Avenue; North Hoyne Avenue; West Balmoral Avenue.

**BY ALDERMAN SCHULTER (47th Ward):**

To classify as a B2-2 Restricted Retail District instead of a C1-2 Restricted Commercial District the area shown on Map No. 9-H bounded by

the alley next north of and parallel to West Roscoe Street; North Hoyne Avenue; the alley next south of and parallel to West Roscoe Street; and North Leavitt Street.

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### 3. CLAIMS.

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#### *Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-six proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

#### Alderman

#### Claimant

*ROTI* (1st Ward)

Dearborn Park Unit 1 Townhome  
Association;

Dearborn Park Condominium  
Association;

*ROBINSON* (6th Ward)

Ms. Susie G. Black;

Claude and Margaret Phillippe;

Ms. Inez Howell;

Mr. Leon Jones/Ms. Lillian B. Rooks;

*KRYSTYNIAK* (23rd Ward)

Ms. Jane Gazarek;

Garfield Ridge Condominium  
Association;

*DAVIS* (29th Ward)

Ms. Hazel Banks;

## Alderman

## Claimant

*HAGOPIAN* (30th Ward)

Ms. Pearl LaPradd;

*CULLERTON* (38th Ward)

Portage Manor Condominium;

*NATARUS* (42nd Ward)Huron and Wells Condominium  
Association;1245 Dearborn Condominim  
Association;*EISENDRATH* (43rd Ward)555 West Arlington Condominium  
Association;

2440 North Lakeview Avenue;

2430 North Lakeview Avenue;

Marlborough Apartments;

Armitage/Howe Condominium  
Association;Saint Michael's Square Condominium  
Association;Eugenie Park Condominium  
Association;Willow Dayton Condominium  
Association;Dickens Court Condominium  
Association;

The Portals at Grant Place Association;

416 West Grant Place Elysian  
Condominium Association;*HANSEN* (44th Ward)Hawthorne Court Townhome  
Condominium Association;

Alderman

Claimant

Kenmore Townhome Condominium  
Association;

421 Oakdale Condominium Association;

505 Melrose Condominium Association;

539 Stratford Condominium  
Association;

426 Barry Condominium Association;

648 West Oakdale Condominium  
Association;

Fireside Condominium Association;

Surf and Pine Grove Condominium  
Association;*SHILLER* (46th Ward)744 West Gordon Terrace  
Condominium Association;527--537 West Brompton Condominium  
Association;*STONE* (50th Ward)

7522 1/2 Ridge Building Corporation.

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#### 4. UNCLASSIFIED MATTERS

*(Arranged In Order According To Ward Numbers).*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN ROTI (1st Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC  
PORTION OF NORTH CLARK STREET FOR  
"SAY NO TO DRUGS" PARADE.

A proposed order directing the Commissioner of Public Works to grant permission to the Chicago Sun-Times/W.L.S. Television to close to traffic North Clark Street, between West Randolph Street and West Washington Street, on Saturday, April 30, 1988 for a parade entitled "Say No To Drugs", which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN RUSH (2nd Ward):**

*Referred* -- DESIGNATION OF HONORARY NAMES  
FOR SPECIFIED PUBLIC STREETS.

Two proposed ordinances to designate honorary names for the public streets named below, as noted, which were *Referred to the Committee on Streets and Alleys*, as follows:

West 27th Street--to designate that portion between South State Street and South Federal Street under the new honorary title of "Rose McKinley Place"; and

East 38th Street--to designate that portion between South Martin Luther King Jr. Drive and South Indiana Avenue under the new honorary title "Carrie Tate Place."

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Presented By

**ALDERMAN T. EVANS (4th Ward) And  
ALDERMAN BLOOM (5th Ward):**



*Referred*-- PERMISSION TO HOLD FIVE KILOMETER OSTEOPATHIC RACE IN AREA BOUNDED BY SOUTH GREENWOOD AVENUE, EAST 57TH STREET, SOUTH SOUTH SHORE DRIVE AND EAST 53RD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Natalie Bernstein as Director of Community Relations at Chicago Osteopathic Medical Center, to hold the five kilometer osteopathic race on sundry public ways in the area bounded by South Greenwood Avenue, East 57th Street, South South Shore Drive and East 53rd Street, on Saturday, September 24, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred*-- PERMISSION TO HOLD SUNDRY EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Public Works to grant permission to the individuals and organizations listed, to hold sundry events at the following locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Lee Caldwell, Director of Security, University of Chicago--to hold the University of Chicago Women's Board Meeting in the 5700 through 6000 blocks of South University Avenue on Thursday, May 19, 1988; and

Ms. Rebecca Janowitz, 57th Street Children's Book Fair Committee--to hold the 57th Street Children's Book Fair on East 57th Street, between South Dorchester Avenue and South Kenwood Avenue on Sunday, September 25, 1988.

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*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF PARKING LANES ON SOUTH UNIVERSITY AVENUE FOR BOARD MEETING ATTENDANTS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to

Mr. Lee Caldwell, Director of Security at the University of Chicago, to close to traffic the parking lanes on both sides of the 5700, 5800 and 5900 blocks of South University Avenue, to allow parking for those attending the University of Chicago Women's Board Meeting on Thursday, May 19, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN BEAVERS (7th Ward):**

CONGRATULATIONS EXTENDED MR. AND MRS.  
RAFAEL CERVANTES ON THEIR 30TH  
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Rafael Cervantes celebrated thirty years of wedded bliss January 28, 1988; and

WHEREAS, Both are natives of the small town of Tendebaracua, Michoacan, Mexico and came to Chicago in 1967 where they are longtime residents of the 7th Ward; and

WHEREAS, Rafael and Margarita became United States citizens and are registered voters; and

WHEREAS, Rafael and Margarita are proud parents of Salvador, Arturo, Jaime, Teresa and Raul; and the proud parents-in-law of Teresa De Jesus and Julie; and

WHEREAS, Rafael and Margarita are true examples of that often cited yet seldom realized state of wedded bliss, exemplifying the togetherness, warmth and sense of mutual accomplishment that are the cornerstones of all successful marriages; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council gathered on this 27th day of April in 1988, do hereby extend our sincerest congratulations to Rafael and Margarita as they celebrate their 30th wedding anniversary together, and may we also extend our warmest best wishes to them for the many years to come; and

*Be It Further Resolved*. That a suitable copy of this resolution be made available for Mr. and Mrs. Rafael Cervantes.

Alderman Beavers 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 Beavers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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CONGRATULATIONS AND GRATITUDE EXTENDED ALDERMAN  
ANNA R. LANGFORD FOR COURAGE AND  
DEDICATION IN APPREHENSION OF  
MURDER SUSPECT.

Also, a proposed resolution reading as follows:

WHEREAS, Alderman Anna R. Langford, Alderman of the 16th Ward, heard a call of a man shot, laying in the street, responded to that, in which she discovered several distraught residents of her ward in hysteria; and

WHEREAS, Alderman Langford discovered that the residents who were in hysteria were friends and neighbors of the victim, who had been shot multiple times, in the back of the head, shoulder blade, back etc. Alderman Langford was able to calm the citizens down, who gave her a description, a name and address of the alleged offender. Accompanied by two (2) Chicago Police Officers, she went to the address given, where subsequently the offender was found hiding in the closet in the rear bedroom of the apartment, who later admitted his wrong doing to the Police Officers present and Alderman Langford. Subsequent investigation by Chicago Police, accompanied by Alderman Langford, revealed the weapon used, which was recovered from a roof top of a grocery store, to which the alleged offender tossed the weapon after the shooting; and

WHEREAS, Alderman Langford without regard for her personal safety and serving her constituents in the highest standards, assisted the Chicago Police in apprehending a dangerous felon, removing him from the streets of Chicago while his victim lay critically wounded from multiple gunshot wounds. The alleged offender subsequently was charged by the Cook County States Attorney with First Degree Attempted Murder; now, therefore,

*Be It Resolved*, That the City of Chicago give consideration to Alderman Anna R. Langford and that she be congratulated for her courage and her dedication to the

constituents of the 16th Ward and the citizens of the City of Chicago in assisting the Chicago Police Department in their effort to provide the best police service to all the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Alderman Anna R. Langford, 16th Ward.

Alderman Beavers 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 Beavers, seconded by Alderman Caldwell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

At this point in the proceedings, the entire Council stood and applauded Alderman Langford for her heroic actions.

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*Referred* -- SETTLEMENT OF CURRENT LITIGATION WITH CHICAGO  
POLICEMEN'S BENEVOLENT AND WELFARE ASSOCIATION  
PERTAINING TO VENDING MACHINES.

Also, a proposed ordinance to settle current litigation between the City of Chicago and the Chicago Policemen's Benevolent and Welfare Association as it pertains to the installation, maintenance and collection of revenues from food and beverage dispensing vending machines at all Chicago Police Department locations, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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Presented By

ALDERMAN CALDWELL (8th Ward):

PROCLAMATION OF WEEK OF APRIL 24--30, 1988 AS  
"STAND AND DELIVER WEEK" IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, In 1982, high school teacher Jamie Escalante took a group of unmotivated East Los Angeles High School students who hardly understood simple arithmetic and inspired them to learn the most demanding of all math sciences, calculus; and

WHEREAS, Jamie Escalante's story inspired Warner Brothers to produce a true story about a modern miracle entitled "Stand and Deliver"; and

WHEREAS, Actor Edward James Olmos, Emmy Award winner of "Miami Vice", portrays Escalante in "Stand and Deliver", a man who is dedicated to educational excellence for children of all socio-economic backgrounds; and

WHEREAS, "Stand and Deliver" is similar to the "Marva Collins Story", a particularly fine and inspiring Chicago success story; and

WHEREAS, Actor Edward James Olmos recently appeared at a special screening of "Stand and Deliver" for some of Chicago's Public High School students and at the Chicago Boy's Club Headquarters to share experiences surrounding the making of this inspirational movie with students and teachers; now, therefore,

*Be It Resolved*, That the week of April 24, to April 30, 1988 shall be celebrated as "Stand and Deliver Week" and all citizens are encouraged to view this most entertaining movie and to extend a warm welcome to Edward Olmos as he visits our city.

Alderman Caldwell 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 Caldwell, seconded by Aldermen Robinson, Garcia, J. Evans and Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

Presented By

**ALDERMAN SHAW (9th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 28,  
SECTION 28-6 BY PROHIBITING NONCITIZENS FROM  
PURCHASING TAXICAB MEDALLIONS.

A proposed ordinance to amend Chapter 28, Section 28-6 of the Municipal Code by inserting language therein prohibiting the sale of a public passenger vehicle license to any applicant who is not a United States citizen, which was *Referred to the Committee on Local Transportation*.

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*Referred* -- ESTABLISHMENT OF SPECIAL COMMITTEE TO  
INVESTIGATE CABLE COMPANY REFUSAL TO  
INSTALL CABLE TELEVISION SERVICE  
IN SPECIFIED AREA.

Also, a proposed resolution urging the establishment of a special committee to investigate the refusal of the Cable Company to install cable television service in the area bounded by 115th Street, South Halsted Street, 127th Street and South Michigan Avenue, which was *Referred to the Committee on Intergovernmental Relations*.

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*Referred* -- REQUEST FOR CHICAGO TRANSIT AUTHORITY  
TO INVESTIGATE ALLEGED THEFT OF FUNDS  
BY EMPLOYEES AND ESTABLISH SPECIAL  
INVESTIGATORY COMMITTEE.

Also, a proposed resolution requesting the Board of Directors of the Chicago Transit Authority to investigate the alleged theft of funds by employees in the counting room garages and to establish a special investigatory council committee to report their findings and recommendations to the City Council, which was *Referred to the Committee on Intergovernmental Relations*.

*Referred* -- REQUEST FOR SUPERINTENDENT OF POLICE TO  
CONSIDER USE OF SEMI-AUTOMATIC WEAPONS  
BY SWORN POLICE OFFICERS.

Also, a proposed resolution requesting the Superintendent of Police to consider the use of semi-automatic weapons by sworn, on-duty members of the Chicago Police Department and to present their findings to the City Council by December of 1988, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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Presented By

**ALDERMAN HUELS (11th Ward):**

TRIBUTE TO LATE MR. WALTER T. BUDNY.

A proposed resolution reading as follows:

WHEREAS, Walter T. Budny has passed away on April 22, 1988; and

WHEREAS, Walter T. Budny beloved husband of Eleanor, devoted father of Judith, Antoinette, Thomas and Roger; and

WHEREAS, Walter T. Budny was loved and respected by all who knew him for his compassion for people and his sincere love and devotion to his family and friends; and

WHEREAS, Mr. Budny was the former Pulaski Savings and Loan President, located in the 11th Ward where he served for 49 years; and

WHEREAS, Walter Budny will be remembered by all that knew him for his leadership in the community; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 27th day of April in 1988, do hereby mourn the death of Walter T. Budny and may we also extend our deepest sympathy to the many family members and friends of Walter Budny; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Walter Budny.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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TRIBUTE TO LATE MR. JAMES J. MC KEOWN.

Also, a proposed resolution reading as follows:

WHEREAS, James J. McKeown has passed away suddenly; and

WHEREAS, James McKeown Sr. is survived by his son James and cared for by his two dear friends, Agnes Sullivan and Frank Merreo; and

WHEREAS, James J. McKeown was loved and respected by all who knew him for his compassion for people and his sincere love and devotion to his family and friends; and

WHEREAS, Mr. McKeown, was a lifelong resident of Canaryville and the 11th Ward where he resided for 85 years; and

WHEREAS, Mr. McKeown will be remembered by all who knew him for his leadership in the community; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 27th day of April in 1988, do hereby mourn the death of Mr. James McKeown and may we also extend our deepest sympathy to the many family members and friends of James McKeown; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of James J. McKeown.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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CONGRATULATIONS AND BEST WISHES EXTENDED CAPTAIN  
JOSEPH MC CARTHY, CHICAGO'S SOLE LIVING MEDAL  
OF HONOR RECIPIENT, ON DISPLAY OF  
HONORARY PLAQUE.

Also, a proposed resolution reading as follows:

WHEREAS, On October 5, 1945, Chicago's fighting fireman, Captain Joseph McCarthy, received the nation's highest valor award; and

WHEREAS, Captain Joseph McCarthy along with 13 other marine and navy heroes were presented with the Congressional Medal of Honor by President Truman; and

WHEREAS, The ceremony took place on the lawn of the White House and was attended by cabinet members, senators, congressmen, and high ranking navy, marine and army officers; and

WHEREAS, Captain McCarthy has devoted his life to the people of Chicago, especially children; and

WHEREAS, Captain McCarthy was responsible for building the Chicago Fire Ambulance Department due to his concern for the safety of Chicago citizens; and

WHEREAS, At seventy-six years of age, Captain Joseph McCarthy is Chicago's sole living Medal of Honor recipient; and

WHEREAS, On May 27, 1988 a presentation will take place at the Robert Healy Elementary School located in the great 11th Ward of this great City of Chicago, displaying a plaque of Captain McCarthy in the Hall of Fame trophy and award case; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council gathered on this 27th day in April, 1988 do hereby extend our heartiest congratulations to Captain Joseph McCarthy and may we also extend our sincerest best wishes for his future; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Captain Joseph McCarthy.

Alderman Huels 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 Huels the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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*Referred* -- GRADING OF SUNDRY ALLEYS IN ELEVENTH WARD.

Also, a proposed order directing the Commissioner of Public Works to initiate procedures for the grading of sundry alleys in the Eleventh Ward, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN MADRZYK (13th Ward):**

CONGRATULATIONS EXTENDED MR. AND MRS. WALTER  
ORDAKOWSKI ON THEIR GOLDEN WEDDING  
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Walter Ordakowski of Chicago's great southwest side are celebrating fifty golden years of wedded bliss on May 28, 1988; and

WHEREAS, Married on May 28, 1938, at Sacred Heart Church, the Ordakowski's, Mary and Walter, have long been models of the solidity and strength of family life; and

WHEREAS, Walter and Mary are the proud parents of seven children, Marcia, Sandra, Walter, Jr., Marlene, Mary, Frank and Fred; and

WHEREAS, They are the proud grandparents of fifteen grandchildren and two great grandchildren; and

WHEREAS, Their family will gather to celebrate this occasion on the Star of Chicago on May 28, 1988; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of April, 1988, do hereby congratulate Mr. and Mrs. Ordakowski on their golden wedding anniversary, and extend to these outstanding citizens our most sincere wishes for many years of happiness and health; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Ordakowski.

Alderman Madrzyk 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 Madrzyk, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN ROTI (1st Ward):**

SPECIAL TRIBUTE GIVEN FOR ARCHITECTURAL CONTRIBUTIONS  
OF LATE DR. FAZLUR KHAN.

A proposed resolution reading as follows:

WHEREAS, On Friday, May 20, 1988 at 5:00 P.M. in the lobby of the 222 North LaSalle at Wacker Building, structural engineers will honor the work of the late Dr. Fazlur Rahman Khan with a reception celebrating the arrival of the "Khan Sculpture" in Chicago; and

WHEREAS, Dr. Khan was widely regarded as the nation's leading structural engineer; and

WHEREAS, Dr. Khan was responsible for the structural design of some of the most significant structures throughout the world; and

WHEREAS, His innovation of the tubular framing concept for high-rise construction assisted in initiating a new era of skyscraper design; and

WHEREAS, Because of his breakthrough, it became economically feasible to surpass the record of the world's tallest building; held for some 40 years by the Empire State Building; and

WHEREAS, Dr. Khan was general partner and chief structural engineer at Skidmore, Owings & Merrill for the structural design of Sears Tower, the John Hancock Center, the Onterie Center and One Magnificent Mile; and

WHEREAS, The art of the structural engineer has provided the world with its greatest monuments to modern technology, as exemplified by our bridges and our city's skyline; and

WHEREAS, The late Dr. Khan was truly a master in merging art and technology; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago assembled this 27th day of April, 1988, do hereby pay special tribute to the late Dr. Fazlur Khan for his numerous contributions to man's built environment and that we extend our sincere best wishes for the success of the "Khan Commemoration", a true expression of the man's leadership and humanistic concerns for a better world; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Structural Engineers Association of Illinois.

Alderman Beavers 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 Beavers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN STREETER (17th Ward):**

**COMMEMORATION OF CENTENNIAL CELEBRATION OF BLACK  
BRAZILIAN EMANCIPATION.**

A proposed resolution reading as follows:

WHEREAS, Afro-Brazilians were officially freed from slavery May 13th, 1888; and

WHEREAS, Nearly 60 million descendants of the African race call Brazil home, making them the largest population of Blacks anywhere outside the continent of Africa; and

WHEREAS, The nation of Brazil was largely built on the back of Black slave labor and the contributions of Blacks to the development of the nation has never been fully recognized and appreciated; and

WHEREAS, Black Brazilians have struggled for full equality since they were first brought to Brazil by the Portuguese in 1532 by rebelling repeatedly against their enslavement and even establishing the independent state of Palmares in 1645; and

WHEREAS, Chief Zumbi and his followers fought the Portuguese and the Dutch to their death in 1697 when, after 27 major assaults, the first independent Black state in the Western hemisphere crumbled under massive attack; and

WHEREAS, Chief Zumbi's last stand and great sacrifice in the name of freedom is celebrated November the 20th of each year by Black Brazilians; and

WHEREAS, These descendants of Africans taken from the Angola-Central Africa, Nigeria-Benin, and Mozambique areas have maintained, despite 350 years of slavery, their

indigenous African culture to a much greater extent than any other group of Africans outside the continent; and

WHEREAS, Such culture is a Brazilian and world treasure to be preserved and not just trivialized in a carnival atmosphere; and

WHEREAS, A Chicago delegation led by journalist Nathaniel Clay, and delegations from other parts of the United States, will be traveling to the predominantly Black state of Bahia in northeast Brazil to participate in the emancipation celebrations taking place all across Brazil on the 13th of May; now, therefore,

*Be It Resolved*, That the Mayor of Chicago and the members of the Chicago City Council, assembled here this 27th day of April, do hereby recognize and honor Black Brazilians on the occasion of their centennial celebration, and wish for them all the glorious things that full freedom and equal participation in society can bring; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to representatives of Afro-Brazilians by Nathaniel Clay and members of the delegation accompanying him.

Alderman Streeter 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 Streeter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN KELLAM (18th Ward):**

*Referred* -- LEVY OF ANNUAL PROPERTY TAX FOR  
ESTABLISHMENT OF GUARANTEED HOME  
EQUITY PROGRAM.

A proposed ordinance to levy an annual property tax sufficient to produce revenue to establish a "Guaranteed Home Equity Program" for the proposed area bounded by West 75th Street, South Kedzie Avenue, West 87th Street and South Western Avenue. Said ordinance further provides for the formation of a special service area within the proposed boundaries aforementioned and guarantees that the value of a participating residential owner's property would not fall below its market value established at the time of registration in the program based upon certain conditions, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward):**

DISCONTINUATION OF PLANS FOR PAVING AND CURB RETURN  
CONSTRUCTION PERTAINING TO STREET IMPROVEMENT  
PROJECT NEAR SOUTH KILBOURN AVENUE AND  
WEST 53RD STREET, ET CETERA.

A proposed ordinance reading as follows:

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

SECTION 1. That the Commissioner of Public Works is hereby directed to delete the construction of the paving and curb returns for the two (2) east-west public alleys located at Stations 64+20 and 65+40, respectively, as shown on the proposed street improvement plans for South Kilbourn Avenue south of West 53rd Street; and further to add to these plans the continuation of the curb and sidewalk across the entrances to both alleys.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 98,  
SECTION 98-11.2 BY PROHIBITING APIARIES  
WITHIN CITY LIMITS.

Also, a proposed ordinance to amend Chapter 98, Section 98-11.2 of the Municipal Code by prohibiting apiaries within the City of Chicago and establishing penalty provisions for violations thereto, which was *Referred to the Committee on Health*.

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Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward) And OTHERS:**

*Referred* -- ESTABLISHMENT OF MAY 15TH AS  
HONORARY DAY OF OBSERVANCE FOR  
LATE MAYOR RICHARD J. DALEY.

A proposed ordinance, presented by Aldermen Krystyniak, Kellam, Huels, and Fary, to establish May 15th as a City of Chicago holiday in honor of the late Mayor Richard J. Daley, which was *Referred to the Committee on Intergovernmental Relations*.

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Presented By

**ALDERMAN SOLIZ (25th Ward):**



*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST 19TH STREET FOR PEDESTRIAN  
SAFETY DURING CHURCH BAZAAR.

A proposed order directing the Commissioner of Public Works to grant permission to Saint Pius V Church to close to traffic West 19th Street, between South Ashland Avenue and the first alley east thereof, for the safety of pedestrians during a church bazaar to be held during the period of June 3 through June 5, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN GUTIERREZ (26th Ward):**

PORTIONS OF WEST POTOMAC AVENUE AND  
NORTH OAKLEY AVENUE CLOSED TO  
TRAFFIC FOR SCHOOL PURPOSES.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lawrence McDougald, Principal, Jose DeDiego Academy School, 1313 North Claremont Avenue, to close to traffic the 2300 block of West Potomac Avenue (between North Oakley Avenue and North Claremont Avenue), and the 1200 block of North Oakley Avenue (from West Potomac Avenue to West Division Street) for school related purposes at all times (24 hours daily).

Alderman Gutierrez 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 Gutierrez, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, Stone -- 47.

*Nays* -- None.

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

Presented By

**ALDERMAN SMITH (28th Ward):**

*Referred* -- CHICAGO POLICE DEPARTMENT REQUIRED  
TO RELEASE RESULTS OF DEPARTMENTAL  
EXAMINATIONS TO ALL APPLICANTS.

A proposed resolution requiring the Chicago Police Department to release the examination scores of applicants and disseminate promotion procedure information, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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Presented By

**ALDERMAN HAGOPIAN (30th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A,  
VARIOUS ARTICLES, PERTAINING TO EMPLOYMENT  
AGENCIES.

A proposed ordinance to amend Chapter 194A of the Municipal Code by placing a limitation on employment agencies within Article 8.4-1B(13) to include those agencies responsible for permanent placement of employees, and further by inserting a new category to be known as Article 10.3-1(21) for employment agencies responsible for temporary placement of employees, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN MELL (33rd Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 3050 WEST IRVING  
PARK ROAD.

A proposed order directing the Commissioner of General Services to issue a permit to Mr. Edward C. Karwachi, D.N. for the maintenance and use of an existing canopy attached to the building or structure at 3050 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN AUSTIN (34th Ward):**

**BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 1605 West Pryor 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 located at 1605 West Pryor Avenue is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Austin 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 Austin, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

Nays -- None.

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

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
WEST 108TH PLACE FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the East Van Vlissingen Elementary School to close to traffic West 108th Place, between South Wentworth Avenue and South Perry Avenue, on all school days, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN KOTLARZ (35th Ward) And OTHERS:**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 104,  
SECTION 104-1 CONCERNING DEFINITION OF  
TAXABLE AMUSEMENTS.

A proposed ordinance presented by Aldermen Kotlarz, Levar, Pucinski, Huels, Beavers, Roti, Gutierrez, Sheahan, Fary, Schulter, Krystyniak, Stone, Madrzyk, Burke and Hagopian, to amend Chapter 104, Section 104-1 of the Municipal Code, by no longer defining any transmissions or broadcasts by cable or subscription television services as an amusement, et cetera, which was *Referred to the Committee on Finance*.

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At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, relinquished the Chair to Alderman Danny K. Davis, President Pro Tempore.

Presented By

**ALDERMAN GILES (32nd Ward):**

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION  
OF SPECIFIED PUBLIC STREET.**

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 20 feet of the east 182.73 feet, more or less of that part of West Walton Street lying between the east line of North Kilpatrick Avenue and the westerly line of the Chicago and Northwestern Transportation Company for Warp Brothers (No. 3-37-88-1238); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Giles moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Giles, the foregoing proposed order was *Passed*.

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Presented By

**ALDERMAN GILES (37th Ward) And OTHERS:**

**APPLICATION FOR CLASS EIGHT TAX ABATEMENT FOR SITES  
LOCATED AT NORTH CICERO AVENUE AND WEST  
NORTH AVENUE, AND WEST CHICAGO AVENUE  
AND NORTH KILBOURN AVENUE.**

A proposed resolution, presented by Aldermen Giles, Hagopian, Austin, Davis, Kotlarz, Robinson, Eisendrath, Streeter, Rush, J. Evans, Gutierrez, Garcia, Soliz and Butler, reading as follows:

WHEREAS, Economic development has been and is a priority for the City of Chicago;  
and

WHEREAS, The City of Chicago has encouraged private business and industry to assist the City in its efforts to minimize unemployment; and

WHEREAS, The property located at West North Avenue and North Cicero Avenue previously was the site of a Chicago Transit Authority bus garage; and

WHEREAS, The said property is now vacant, and the Thirty-seventh Ward Alderman indicates a desire for the construction of a shopping center development at the site, originally designated for a bus garage; and

WHEREAS, The State of Illinois has designated this area as an Enterprise Zone V Area due to its economic deprivation; and

WHEREAS, An alternative site located at West Chicago Avenue and North Kilbourn Avenue is under option for the building of Chicago Transit Authority (C.T.A.) bus garage, and an industrial park area; and

WHEREAS, The construction of the shopping center at the designated site will mean sizable employment and conversely minimize unemployment on Chicago's west side and the City of Chicago; and

WHEREAS, The Cook County Board of Commissioners has amended The Cook County Real Estate Classification Ordinances as of May 19, 1986, to provide certain real estate tax incentives (Class 8) to real estate used primarily for industrial or commercial purposes in area(s) which has been certified as severely blighted in accordance with the provision of Section 4B of the Cook County Real Property Assessment Classification Ordinance; and

WHEREAS, The erection of the C.T.A. bus garage at the alternative site will be enhanced provided a Class Eight (8) Tax Abatement Classification can be obtained for the designated sites of construction; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago urge its Mayor and Commissioner of the Department of Economic Development to seek application for a Class Eight (8) Tax Abatement for the sites located at North Cicero Avenue and West North Avenue, and West Chicago Avenue and North Kilbourn Avenue; and

*Be It Further Resolved*, That this resolution shall take effect hereinafter its adoption and publication.

Alderman Giles 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 Giles, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN LAURINO (39th Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF WEST LAWRENCE AVENUE AND  
NORTH KEDZIE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Albany Park Chamber of Commerce, to hold a sidewalk sale on both sides of West Lawrence Avenue, between North Troy Street and North Pulaski Road, and on both sides of North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street for the period of May 12 through May 15, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- EXEMPTION OF ALLIANCE HOLINESS CHURCH OF  
CHICAGO FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY ACCESSIBILITY.

Also, a proposed order directing the Commissioner of Public Works to exempt Alliance Holiness Church of Chicago from the physical barrier requirement pertaining to alley accessibility for its parking facility located at 4926 North Kimball Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN PUCINSKI (41st Ward):**

*Referred --* UNITED STATES DEPARTMENT OF STATE URGED TO  
PETITION PHILIPPINE GOVERNMENT TO INITIATE  
INVESTIGATION INTO DEATH OF FATHER  
CARL SCHMITZ.

Also, a proposed resolution urging the State Department of the United States government to petition the Philippine government to initiate an investigation into the death of Father Carl Schmitz and all surrounding circumstances, and further requesting the State Department to observe and keep watch over the Philippine trial of this matter, which was *Referred to the Committee on Intergovernmental Relations.*

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

*Referred --* PERMISSION TO HOLD CONFERENCE AND  
EVENT AT 222 WEST ONTARIO STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Renee M. Abrams, Executive Producer of Fusion International, to hold a conference and event at 222 West Ontario Street for the period August 23 through August 24, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF NORTH LA SALLE STREET AND  
WEST ONTARIO STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Morrie Mages Sports, to hold a sidewalk sale in front of 620 North LaSalle Street and alongside on West Ontario Street for the period of May 26 through May 30, 1988, which was *Referred to the Committee on Beautification and Recreation.*



Presented By

**ALDERMAN EISENDRATH (43rd Ward):**

*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH LINCOLN AVENUE FOR FUNDRAISING  
EVENT BENEFITING MUSCULAR  
DYSTROPHY ASSOCIATION.

A proposed order directing the Commissioner of Public Works to grant permission to the Muscular Dystrophy Association, to close to traffic the 2400 block of North Lincoln Avenue on Thursday, July 21, 1988 for a fundraising event in celebration of the demise of John Dillinger, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH HALSTED STREET FOR  
FUNDRAISING EVENT BENEFITING  
CACTUS THEATRE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Colette Novich, to hold a sidewalk sale in front of 1973 North Halsted Street on Sunday, May 1, 1988 for a fundraising event benefiting the neighborhood Cactus Theatre, which was *Referred to the Committee on Beautification and Recreation.*

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Presented For

**ALDERMAN HANSEN (44th Ward):**

*Referred --* PERMISSION TO HOLD CARNIVAL ON  
PORTION OF WEST WELLINGTON  
AVENUE.

A proposed order, presented by Alderman Eisendrath, directing the Commissioner of Public Works to grant permission to Reverend Norbert E. Delort, Associate Pastor of Saint Alphonsus Church, to hold a carnival at 1429 West Wellington Avenue for the period of June 1 through June 5, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

**ALDERMAN HANSEN (44th Ward),  
ALDERMAN SCHULTER (47th Ward) And  
ALDERMAN EISENDRATH (43rd Ward):**

*Referred* -- REQUEST FOR CITY COUNCIL TO  
REINFORCE FUNCTIONS OF CITY'S  
LEGISLATIVE REFERENCE  
BUREAU.

A proposed resolution urging the City Council to reinforce the functions of the Legislative Reference Bureau for the proper introduction and systematic review of new legislation to the City Council, which was *Referred to the Committee on Committees, Rules and Ethics*.

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Presented By

**ALDERMAN LEVAR (45th Ward):**

*Referred* -- EXEMPTION OF SPORTS AWARDS COMPANY  
FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY  
ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt the Sports Awards Company from the physical barrier requirements pertaining to alley accessibility for its parking facility located at 4339--4355 North Milwaukee Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH AVONDALE AVENUE FOR COMMUNITY  
CLEANUP AND BEAUTIFICATION PROGRAM.

Also, a proposed order directing the Commissioner of Public Works to grant permission to

Mrs. Noreen Boyle to close to traffic North Avondale Avenue, between West Lawrence Avenue and North Lavergne Avenue on Saturday, May 7, 1988 for a community cleanup and beautification program, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred -- PERMISSION TO HOLD SIDEWALK SALE  
ON PORTIONS OF SPECIFIED STREETS.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Jefferson Park Chamber of Commerce, to hold a sidewalk sale on both sides of North Milwaukee Avenue, between 4630 and 4955, on both sides of West Lawrence Avenue, between 5216 and 5401, on both sides of West Higgins Avenue, between 5403 and 5417, and on both sides of West Ainslie Street, between 5310 and 5334, for the period June 17 through June 18, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN SHILLER (46th Ward):**

*Referred -- INSTALLATION OF ALLEY LIGHTS BEHIND  
1100 AND 1101 WEST MONTROSE AVENUE.*

A proposed order directing the Commissioner of Public Works to install two alley lights behind the premises at 1100 and 1101 West Montrose Avenue, which was *Referred to the Committee on Finance.*

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Presented By

**ALDERMAN OSTERMAN (48th Ward):**

*Referred* -- APPROVAL OF PLAT OF E. RAAP RESUBDIVISION  
AT INTERSECTION OF NORTH MARINE DRIVE AND  
WEST CASTLEWOOD TERRACE.

A proposed ordinance authorizing and directing the Superintendant of Maps, Ex Officio Examiner of Subdivisions to approve a plat of E. Raap Resubdivision at the intersection of North Marine Drive and West Castlewood Terrace, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

ALDERMAN STONE (50th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 6016 North Clark Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 6016 North Clark Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall take effect and be in force from and after 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 Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

Nays -- None.

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

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DRAFTING OF ORDINANCE DIRECTED FOR VACATION  
OF SPECIFIED PUBLIC ALLEY.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east-west 16-foot public alley located 124.22 feet, north of the north line of West Fitch Avenue and lying between a line 187.6 feet west of the west line of North Western Avenue and a line 346.0 feet west of the west line of North Western Avenue, in the block bounded by West Touhy Avenue, West Fitch Avenue, North Rockwell Street, and North Western Avenue (No. 36-50-88-1235); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Stone 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 Stone, the foregoing proposed order was *Passed*.

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*Referred* -- EXEMPTION OF SAINT MARGARET MARY CHURCH  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, a proposed ordinance directing the Commissioner of Public Works to exempt Saint Margaret Mary Church from the physical barrier requirements pertaining to alley accessibility for its parking facility located at 7341 North Claremont Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

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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 as noted, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

**BY ALDERMAN HANSEN (44th Ward):**

The 2nd Unitarian Church, 656 West Barry Avenue--remodeling and new construction on the masonry church structure.

**BY ALDERMAN STONE (50th Ward):**

The Catholic Archdiocese of Chicago/Saint Margaret Mary Church, 2324 West Chase Avenue--for construction of an assembly hall and two driveways on the premises known as 7341 North Claremont Avenue.

LICENSE FEE EXEMPTIONS:

**BY ALDERMAN ROTI (1st Ward):**

Abla Day Care/Head Start Center, 1342 South Racine Avenue.

Ashland Center, 1440 South Ashland Avenue.

Bernard Gentry Day Care Center, 2326 South Dearborn Street.

Duncan Y.M.C.A., 1001 West Roosevelt Road.

Horizon House Head Start, 3542 South State Street.

Newberry Center, 1073 West Maxwell Street.

**BY ALDERMAN RUSH (2nd Ward):**

Robert Taylor Day Care Center, 4352 South State Street, Apts. 101--102 East.

Robert Taylor Day Care Center, 4352 South State Street, Apts. 109--110 West.

Robert Taylor Head Start/Family Resource Center, 4331 South Federal Street.

**BY ALDERMAN LANGFORD (16th Ward):**

McKinley Hammond House Shelter Care Home, 6701 South Morgan Street.

McKinley Knight House Shelter Care Home, 6600 South Stewart Avenue.

**BY ALDERMAN BUTLER (27th Ward):**

Henry Horner Day Care Center, 123 North Hoyne Avenue.

Rockwell Gardens Day Care, 150 South Western Avenue.

**BY ALDERMAN PUCINSKI (41st Ward):**

Edison Park Lutheran Church Day Care Center, Class I, 6626 North Oliphant Avenue.

Faith Preschool (Faith Eng Evangelical Lutheran) Class I, 6201 West Peterson Avenue.

**BY ALDERMAN EISENDRATH (43rd Ward):**

Children's Memorial Hospital, 2300 Children's Plaza.

Moody Church Early Childhood Center, 1609 North LaSalle Street.

Saint Vincent DePaul Center, Class I and II, 2145 North Halsted Street (2).

**BY ALDERMAN SHILLER (46th Ward):**

Christopher House Settlement, 850 West Eastwood Avenue.

Jane Addams Sheridan Day Care Center, 912 West Sheridan Road.

Uptown Family Care West, 4520 North Beacon Street.

Young Men's Jewish Council, 957 West Grace Street.

**BY ALDERMAN ORR (49th Ward):**

Howard Area Community Day Care Center, 7638--7648 North Paulina Street.

**CANCELLATION OF WARRANTS FOR COLLECTION:**

**BY ALDERMAN BLOOM (5th Ward):**

Catholic Theological Union, various locations--elevator inspection fees.

**BY ALDERMAN EISENDRATH (43rd Ward):**

Lutheran General Hospital of Lincoln Park, 411 West Dickens Avenue--annual maintenance of private fire alarm box.

**BY ALDERMAN SHILLER (46th Ward):**

Louis A. Weiss Memorial Hospital, various locations--annual fuel burning equipment inspection fee and elevator inspection fee (3).

#### WATER RATE EXEMPTIONS:

**BY ALDERMAN STONE (50th Ward):**

Congregation Chevro Kadisho Machzikal Hadas, 2040 West Devon Avenue.

Northwest Home for the Aged, 6300 North California Avenue.

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At this point in the proceedings, Alderman Shaw (9th Ward), rose to inform the Council that he just received word of the death of former Congressman and former Alderman of the 21st Ward, The Honorable Bennett M. Stewart.

All council members stood for a moment of silence.

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#### Recess Taken.

President Pro Tempore Davis moved that the City Council *Recess* for a brief period. The motion *Prevailed* by a viva voce vote.

At the conclusion of the recess, The Honorable Eugene Sawyer, Acting Mayor, called the Council to order and the meeting *Resumed*.



**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (April 20, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on April 20, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**UNFINISHED BUSINESS.**

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**APPOINTMENT OF MR. LAWRENCE E. KENNON AS  
CHAIRMAN OF ZONING BOARD OF APPEALS.**

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 20, 1988, page 12442, recommending that the City Council approve the appointment of Mr. Lawrence E. Kennon as Chairman of the Zoning Board of Appeals.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and the appointment was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Fary, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Orr -- 41.

*Nays* -- Aldermen Huels, Stone -- 2.

**MISCELLANEOUS BUSINESS.**

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**OFFICIAL JOURNAL OF REGULAR MEETING HELD  
ON MARCH 30, 1988 CORRECTED.**

Alderman T. Evans moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, March 30, 1988, as follows:

Page 11663--by striking the words "Vehicular Traffic Movement Amended" appearing on the fourth line from the top of the page and inserting "Vehicular Traffic Movement Restricted and Amended" in lieu thereof.

Page 11663--by deleting the semicolon appearing in the eighth line from the top of the page and inserting the following"--the italic heading in each case not being a part of the ordinance:" in lieu thereof.

Page 11663--by inserting the following ordinance immediately after the eighth line from the top of the page:

***"Restriction Of Vehicular Traffic Movement.***

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

SECTION 1. Pursuant to Section 27-403 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:

| Public Way               | Limits And Direction                                                                     |
|--------------------------|------------------------------------------------------------------------------------------|
| North-South Alley        | Between South Cottage Grove and South Langley, East 92nd Street to East 93rd--southerly; |
| West Marble Place        | From South Clinton Street to South Canal Street--easterly;                               |
| South May Street         | 31st Street to 31st Place--southerly;                                                    |
| North Springfield Avenue | From West Wrightwood Avenue to West Schubert Avenue--northerly;                          |

Public Way

Limits And Direction

West 57th Street

From South Merrimac Avenue to South  
Mobile Avenue--easterly.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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*Amendment Of Vehicular Traffic Movement."*

Page 11664--by deleting the words "the foregoing proposed substitute ordinance" appearing on the first line from the top of the page and inserting the words "each of the foregoing proposed substitute ordinances" in lieu thereof.

The motion to correct *Prevailed*.

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OFFICIAL JOURNAL OF REGULAR MEETING HELD ON  
APRIL 13, 1988 CORRECTED.

Alderman Orr moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, April 13, 1988, as follows:

Page 12137--by striking the name "Orr" appearing on the ninth line from the bottom of the page and inserting the name "Shiller" in lieu thereof.

The motion to correct *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 47.

*Nays* -- None.

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

At this point in the proceedings, Alderman Stone moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the purpose of introducing and referring to the proper committee, in each case, various communications from The Honorable Eugene Sawyer, Acting Mayor. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Gabinski, Mell, Austin, Kotlarz, Giles, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Orr, Stone -- 36.

*Nays* -- Aldermen Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Cullerton -- 9.

The following are said referred communications:

*Referred* -- EXPANSION OF MEMBERSHIP OF SOLID WASTE  
ADVISORY COMMISSION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Consumer Services, I transmit herewith an ordinance expanding the membership of the Solid Waste Advisory Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130,  
SECTION 130-1.1(d) REGARDING CERTAIN LICENSE  
REQUIREMENTS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on License*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Health, I transmit herewith an ordinance amending subsection 130-1.1(d) of the Municipal Code of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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*Referred* -- REPEAL OF CERTAIN OBSOLETE CHAPTERS  
OF MUNICIPAL CODE.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Municipal Code Revision*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 27, 1988.

4/27/88

MISCELLANEOUS BUSINESS

12847

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

LADIES AND GENTLEMEN -- At the request of Corporation Counsel, I transmit herewith an ordinance repealing certain obsolete chapters of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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*Referred* -- EXECUTION OF AGENCY AND PARTICIPATION  
AGREEMENT WITH STATE OF ILLINOIS FOR  
CHICAGO MIDWAY AIRPORT.

The Honorable Eugene Sawyer, Acting 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

April 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Department of Aviation to sign an Agency and Participation Agreement with the State of Illinois. The State of Illinois acts as the agent for the City for F.A.A. grants at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

*Referred* -- SUBMISSION OF APPLICATION FOR FUNDING ASSISTANCE  
FROM FEDERAL AVIATION ADMINISTRATION FOR  
EXTENSION OF CERTAIN RUNWAY AT  
CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

The Honorable Eugene Sawyer, Acting 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

April 27, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Department of Aviation to submit an application for funding assistance to the Federal Aviation Administration. The grant is part of the Airport Improvement Program and funds the extension of Runway end 27R.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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**Regular Order Of Business Resumed.**

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*Referred* -- CREATION OF SPECIAL SERVICE AREAS AND ESTABLISHMENT  
OF "GUARANTEED HOME EQUITY PROGRAM".

Alderman Krystyniak and Alderman Banks presented two proposed ordinances to create special service areas and establish a "Guaranteed Home Equity Program" in those areas, which were *Referred to the Committee on Finance*.

**Adjournment.**

Thereupon, Alderman Jones moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 11, 1988, at 10:00 A.M., in the Council Chambers in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,  
*City Clerk.*