

**COPY**



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

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**Regular Meeting--Wednesday, January 18, 1989**

**at 10:00 A. M.**

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

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**OFFICIAL RECORD.**

**EUGENE SAWYER**  
Acting Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Meeting.

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

*Absent* -- Aldermen Roti, Garcia, Osterman.

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### Call To Order.

On Wednesday, January 18, 1989 at 10:44 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. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Streeter, Kellam, Jones, J. Evans, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 34.

Quorum present.

Alderman Stone requested that the record reflect Alderman Roti was absent due to cataract surgery.

Alderman Figueroa requested that the record reflect Alderman Garcia was absent due to illness.

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### Invocation.

Rabbi Arnold G. Kaiman, Congregation Kol Ami, The Near North Temple, opened the meeting with prayer.

At this point in the proceedings, Alderman Hagopian offered a prayer for the speedy recovery of Alderman Osterman.

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JANUARY 20, 1989 PROCLAIMED YOUNG MEN'S CHRISTIAN  
ASSOCIATION YOUTH AND GOVERNMENT DAY  
IN CHICAGO.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution proclaiming January 20, 1989 as Y.M.C.A. Youth and Government Day in Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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

Thereupon, on motion of Alderman Davis, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, The City of Chicago seeks to create a greater understanding of the democratic process in action via the promotion of youth leadership and civic involvement; and

WHEREAS, The Y.M.C.A. of Metropolitan Chicago City Youth and Government Program, established September, 1986, is one of few programs that gives a cross section of Chicago youth the opportunity for hands-on experience in being effective leaders and good citizens, which are investments in themselves and the community as a whole; and

WHEREAS, The focus of this program is to bring together youth leaders and government officials for the purpose of acquainting youth with the mechanisms and procedures of city government; and

WHEREAS, The education sessions of this program focus on areas of leadership development: learning to work together, developing a sense of history, learning how city government works, appreciating the ethical dilemmas leaders face, identifying problems and locating resources, as well as international issues and the city election process; and

WHEREAS, To celebrate the completion of the 1988 -- 1989 session, the program participants will hold a breakfast celebration at the Bismarck Hotel on January 20, 1989, and culminate in a Youth and Government City Council meeting to be held in these chambers; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, do hereby proclaim January 20, 1989, to be Y.M.C.A. Youth And Government Day In Chicago and urge all citizens to be cognizant of the programs and activities being coordinated to provide our city's youth of today with a prosperous tomorrow; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Y.M.C.A. of Metropolitan Chicago City Youth and Government Program.

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COMMEMORATION OF 71ST ANNIVERSARY OF  
INDEPENDENCE OF THE UKRAINE.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution commemorating the 71st anniversary of the independence of the Ukraine.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
Mayor.

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

Thereupon, on motion of Alderman Butler, seconded by Aldermen Gabinski, Natarus, Mell, Kotlarz, Pucinski, Davis and Hagopian, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, The City of Chicago is home to thousands of people of Ukrainian ancestry; and

WHEREAS, On January 22, 1918, the Ukraine declared its independence as a sovereign state and briefly flourished as a free nation; and

WHEREAS, The Ukraine is now one of the constituent republics of the Union of Soviet Socialist Republics; and

WHEREAS, The loss of their independence has not diminished the desire of the Ukrainian people to live in freedom; and

WHEREAS, All celebrations of independence and freedom are impaired until all peoples are free; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do this 18th day of January, 1989, commemorate the 71st anniversary of the independence of the Ukraine, and extend our best wishes to the Ukrainian community of Chicago on this solemn occasion, and we call upon all citizens of Chicago to take cognizance of the oppression of the Ukraine and other captive nations; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dr. Myroslaw Charkewycz, President of the Ukrainian Congress Committee for the State of Illinois.

At this point in the proceedings, Acting Mayor Sawyer invited Dr. Myrosiaw Charkewycz, President of the Ukrainian Congress Committee of America, Illinois Division, together with Dr. Julian E. Kulas, Mr. Myron Luszczak, Very Reverend Walter

Klymcuak, Mr. Orest Baranyk, Very Reverend Marian Butrynskyk, Mr. Roman Mycyk, Mr. John Horodecky and Alderman Gabinski to the Mayor's rostrum. Speaking on behalf of the Ukrainian Congress Committee of America and all Ukrainian citizens throughout Chicago, Dr. Charkewycz thanked the City Council for their continued support in the Ukrainian struggle for freedom and expressed his personal pride on being able to participate in Chicago's democratic process.

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*Rules Suspended* -- PORTION OF MADISON STREET BRIDGE  
GIVEN HONORARY DESIGNATION OF "LYRIC  
OPERA BRIDGE".

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution conferring the honorary designation "Lyric Opera Bridge" on the Madison Street Bridge over the Chicago River.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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

Thereupon, on motion of Alderman Stone, the said proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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, Chicago is a city rich in artistic and cultural achievements; and

WHEREAS, The Lyric Theater of Chicago was founded in February, 1954, by Carol Fox, Lawrence V. Kelly and Nicola Rescigno; and

WHEREAS, The Lyric Theater of Chicago presented its first performance on September 1, 1954; and

WHEREAS, In 1956 the Lyric Theater of Chicago changed its name to the Lyric Opera of Chicago; and

WHEREAS, 1989 marks the 35th anniversary of the founding of the Lyric Opera of Chicago; and

WHEREAS, Through its 35 seasons the Lyric Opera of Chicago has been located in the Civic Center for Performing Arts, located at Madison Street and Wacker Drive; and

WHEREAS, The Lyric Opera of Chicago has been led by its General Director, Ardis Kranik, for the past nine years; and

WHEREAS, The Lyric Opera of Chicago has won international acclaim both for the quality of its productions and for the range of its repertoire, and has become a cultural landmark of the City of Chicago; now, therefore,

*Be It Resolved*, That the bridge over the Chicago River at Madison Street is hereby renamed the "Lyric Opera Bridge" in recognition of the artistic achievements of the Lyric Opera of Chicago, and as a symbol of the esteem in which the Lyric Opera of Chicago is held by the Mayor, the City Council and the citizens of Chicago; and

*Be It Further Resolved*, That the various departments of the city government issue all permits necessary to allow the naming of the Lyric Opera Bridge to take place in a public ceremony on January 26, 1989; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ardis Kranik, the General Director of the Lyric Opera of Chicago.

DR. MARTIN LUTHER KING, JR. HONORED ON ANNIVERSARY OF  
HIS SIXTIETH BIRTHDAY AND REMEMBERED FOR HIS  
STRUGGLE TO PROMOTE CIVIL RIGHTS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN – I transmit herewith a resolution honoring Dr. Martin Luther King, Jr. on the anniversary of his sixtieth birthday, and remembering his struggle to promote civil rights and equality for all mankind.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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

On motion of Alderman Davis, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, On Monday, January 16, 1989, the nation celebrated Dr. Martin Luther King, Jr.'s birthday; and

WHEREAS, This will be only the fourth year that Dr. King's birthday will be celebrated as a national holiday; and

WHEREAS, Dr. King has the distinction of being the only African American to have a national holiday in his honor; and



WHEREAS, Dr. Martin Luther King, Jr. was a staunch advocate of non- violence and he led the struggle against all forms of discrimination and racial inequality; and

WHEREAS, Dr. King received a Nobel Peace Prize for outstanding work in trying to break the barriers of racism; and

WHEREAS, He brought his struggle to Chicago to protest housing discrimination in predominately white neighborhoods of Chicago; and

WHEREAS, In 1963, Dr. King gave his most celebrated "I Have A Dream" speech in front of the Lincoln Memorial, where more than 250,000 people staged a non-violent demonstration in support of civil rights legislation; and

WHEREAS, In spite of his many accomplishments, Dr. King was a simple man who could walk with kings and still not lose the common touch; and

WHEREAS, Dr. King was a man for all people no matter what color or religion, and while here in Chicago, he touched so many of our lives, as reported year after year; and

WHEREAS, Dr. King will always be remembered for his countless struggles for equality; now, therefore,

*Be It Resolved*, That the Mayor and the members of the Chicago City Council, assembled here this 18th day of January, 1989, do hereby honor Dr. Martin Luther King, Jr. on the anniversary of his birthday and remember his struggle to promote civil rights and equity for all; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Dr. Martin Luther King, Jr.

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**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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**ASSIGNMENT AND REALLOCATION OF PORTION OF CITY'S  
UNUSED PRIVATE ACTIVITY BOND VOLUME CAP TO  
ILLINOIS SPORTS FACILITIES AUTHORITY AND  
REPEAL OF PREVIOUS ASSIGNMENT  
AND REALLOCATION.**

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance assigning and reallocating to the Illinois Sports Facilities Authority a portion, equal to \$60,465,655, of the City's unused private activity bond volume cap, for the financing of the construction of a sports facility at or near 35th Street and Shields Avenue (Bill Veeck Drive), and repealing an ordinance passed December 14, 1988, authorizing a similar assignment and reallocation in the amount of \$87,000,000 to the County of Cook for eventual reassignment to the State of Illinois and thence to the Illinois Sports Facilities Authority, for the same purpose.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
Mayor.

Alderman Natarus moved to *Suspend the Rules Temporarily* for immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Hansen, Levar, Schuster, Orr -- 34.

*Nays* -- Aldermen T. Evans, Bloom, Burke, Figueroa, Cullerton, Eisendrath, Shiller, Stone -- 8.

Alderman Natarus then moved to *Pass* the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Schuster, Stone -- 38.

*Nays* -- Aldermen Burke, Figueroa, Eisendrath -- 3.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City"), 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, On December 31, 1986, the City effectuated a carryforward election of unused private activity bond volume cap under Section 146(f) of the Internal Revenue Code of 1986, as amended (the "Code"), in the amount of \$190,000,000 for sports facilities described in Section 1317(3)(C) of the Tax Reform Act of 1986 (the "1986 Carryforward"); and

WHEREAS, The Illinois General Assembly has created the Illinois Sports Facilities Authority (the "Authority") for the purpose of acquiring and constructing sports facilities suitable for use by professional sports teams and other musical, theatrical and social organizations; and

WHEREAS, The City Council of the City passed an ordinance on October 14, 1988, and published at pages 18232 -- 18235 of the Journal of Proceedings of the City Council of said date (the "Assignment and Reallocation Ordinance"), authorizing the assignment and reallocation of a portion of the 1986 Carryforward equal to \$87,000,000 to the County of Cook in order to enable said County to assign and reallocate such portion of the 1986 Carryforward to the State of Illinois for assignment and reallocation by the Governor of said State to the Authority for use in connection with the financing of the construction and operation of new sports facilities (the "Project") to be located at or near the intersection of 35th Street and Shields Avenue (Bill Veeck Drive) in the City; and

WHEREAS, The Assignment and Reallocation Ordinance required the indirect assignment and reallocation of that portion of the 1986 Carryforward to the Authority in the manner described above because of provisions of the Code and regulations then in effect; and

WHEREAS, The Assignment and Reallocation Ordinance provided in part that the assignment and reallocation of that portion of the 1986 Carryforward would not take effect until the agreement (the "1988 Agreement") appended to the Assignment and Reallocation Ordinance should be executed by the City Comptroller of the City; and

WHEREAS, The City Comptroller has not executed the 1988 Agreement because of changes in the Code and applicable regulations affecting the administration of the 1986 Carryforward; and

WHEREAS, Amendments to the Code and applicable regulations now permit direct assignment of the 1986 Carryforward directly to the Authority; now, therefore,

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

SECTION 1. The Assignment and Reallocation Ordinance passed by the City Council on October 14, 1988, and published at pages 18232 -- 18235 of the Journal of Proceedings of the City Council of the City of Chicago of said date is hereby repealed.

SECTION 2. The City hereby assigns and reallocates to the Authority a portion of the 1986 Carryforward equal to \$60,465,655 for use in connection with the financing of the Project by the Authority.

SECTION 3. The City Comptroller is authorized to execute, on behalf of the City, an agreement substantially in the form attached hereto as Exhibit A, or with such changes to such agreement not inconsistent with this ordinance as the City Comptroller shall approve, his execution thereof to constitute conclusive evidence of such approval, and to do any and all other things necessary or desirable in order to carry out the intention and policies of the City expressed in this ordinance. The assignment and reallocation of the 1986 Carryforward shall not be effective until the agreement described in this section is executed.

SECTION 4. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

*Volume Cap Carryforward  
Assignment Agreement.*

This Volume Cap Carryforward Assignment Agreement is between the City of Chicago, Illinois (the "City") and the Illinois Sports Facilities Authority (the "Authority").

1. Preliminary Statement. Among the matters of mutual understanding which have resulted in the execution of this Agreement are the following:

(a) The City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois (the "State") and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State. The Authority is a duly existing political subdivision, unit of local government, body politic and municipal corporation of the State.

(b) The General Assembly of the State has created the Authority for the purpose of acquiring and constructing sports facilities suitable for use by professional sports teams and other musical, theatrical and other social organizations. The Authority has determined that by constructing and operating new sports facilities (the "Project") to be located at or near the intersection of 35th Street and Shields Avenue (Bill Veeck Drive) in Chicago, Illinois it will accomplish the purposes of the Authority, including stimulation of economic activity in the State, the creation and maintenance of jobs, the

creation of new and lasting infrastructure and other improvements, and the retention of sports and entertainment events which generate economic activity. The Authority on March 11, 1988 adopted a resolution indicating its intention to acquire and construct the Project and to issue its bonds to finance all or a portion of the cost thereof. The Authority has entered into a Management Agreement dated as of June 29, 1988 with the Chicago White Sox, Ltd. (the "Team") relating to construction and use of the Project.

(c) Certain state tax revenues available to the Authority pursuant to its enabling legislation enhance the marketability of its bonds and thus it is desirable that the Authority issue its bonds to finance all or a portion of the costs of the Project. The Authority intends to issue its bonds in an amount not to exceed \$150,000,000. Such financing can be accomplished at a substantial cost savings to the extent that certain costs can be financed from the proceeds of bonds, the interest on which is not includable in the gross income of the holders thereof for federal income tax purposes ("tax-exempt bonds").

(d) The City on December 31, 1986 effectuated a carryforward election of unused private activity bond volume cap under Section 146(f) of the Internal Revenue Code of 1986 (the "Code") in the amount of \$190,000,000 for sports facilities described in Section 1317(3)(C) of the Tax Reform Act of 1986 (the "1986 Carryforward"). The ability of the Authority to issued tax-exempt bonds will be furthered by the assignment to Authority of a portion of the 1986 Carryforward.

(e) The City on October 14, 1988 adopted an ordinance authorizing assignment and reallocation to the County of Cook, Illinois (the "County") of a portion of the 1986 Carryforward equal to \$87,000,000, in order to enable the County to assign and reallocate such portion of the 1986 Carryforward to the State for assignment and reallocation by the Governor of the State to the Authority for use in connection with the financing of the Project by the Authority. The ordinance authorized the City Comptroller to enter into an agreement with the County to effectuate such assignment and reallocation, and to do any and all other things necessary or desirable in order to carry out the intention and policies of the City expressed in the ordinance.

(f) As a result of the enactment into federal law of the Technical and Miscellaneous Revenue Act of 1988, (1) certain private activity bond volume cap which was the subject of a carryforward election by the Illinois Development Finance Authority ("I.D.F.A.") has been validly assigned and reallocated to the Authority by the I.D.F.A., and therefore to further the ability of the Authority to issue tax-exempt bonds it is necessary only to assign to the Authority a portion of the 1986 Carryforward equal to \$60,465,655 rather than \$87,000,000, and (2) assignment and reallocation of such portion of the 1986 Carryforward may be accomplished by an agreement between the City and the Authority and it is unnecessary for such assignment and reallocation to be accomplished through actions of the County and the Governor of the State.

(g) Assignment of a portion of the 1986 Carryforward equal to \$60,465,655 by the City to the Authority will assist the Authority in acquiring and constructing the Project for use by the team and will contribute to the public welfare of the City and its inhabitants and is a function pertaining to the government and affairs of the City.

(h) The City Comptroller of the City and the Executive Director of the Authority is each authorized to enter into this Agreement.

2. Assignment. The City hereby assigns to the Authority a portion of the 1986 Carryforward equal to \$60,465,655 (the "Assigned Carryforward") for use in connection with the financing of the Project by the Authority and hereby acknowledges that an amount of the 1986 Carryforward equal to the Assigned Carryforward is no longer available to the City for any purpose. The Authority agrees upon request of the City to assign and reallocate to the City any portion of the Assigned Carryforward which has not been used on or prior to December 31, 1989 in connection with the financing of the Project.

3. Maintenance of Records. The City and the Authority agree to each maintain a copy of this Agreement in their respective records for the term of the bonds issued pursuant to the Assigned Carryforward.

In Witness Whereof, the parties hereto have entered into this Agreement by their duly authorized officers as of the \_\_\_\_\_ day of January, 1989.

[Signature form omitted for printing purposes.]

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*Referred* -- APPOINTMENT OF MR. ERNEST J. BUSH AS  
MEMBER OF BUILDING BOARD OF APPEALS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Buildings*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Ernest J. Bush as a member of the Building Board of Appeals to replace Hubert Meese for the term ending April 21, 1990.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred --* APPOINTMENT OF MS. CHERYL BLACKWELL-BRYSON  
AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Cheryl Blackwell-Bryson as a member of the Economic Development Commission for a term ending March 12, 1991.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred --* REAPPOINTMENT OF MR. E. WAYNE ROBINSON AS  
CHAIRMAN AND MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I hereby reappoint E. Wayne Robinson as Chairman and a member of the Chicago Plan Commission for a term expiring January 25, 1994.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred*-- REAPPOINTMENT OF MR. EDWIN MYERSON AS  
MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I hereby reappoint Edwin Myerson as a member of the Chicago Plan Commission for a term expiring January 25, 1994.

Your favorable consideration of this appointment will be appreciated.



Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred*-- APPOINTMENT OF MS. DOROTHY RIVERS AS  
MEMBER OF CHICAGO PLAN COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Dorothy Rivers as a member of the Chicago Plan Commission for a term ending January 25, 1991 to replace Erwin France.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred*-- CHICAGO PUBLIC LIBRARY FOUNDATION CONTRIBUTIONS  
COMMITTED AS ADDITIONAL RATHER THAN ALTERNATIVE  
FUNDING FOR CHICAGO PUBLIC LIBRARY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance committing the City of Chicago to use funds contributed to the Chicago Public Library by the Chicago Public Library Foundation as additional, not alternative, funding for the Library.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- TRANSFER AND APPLICATION OF FUNDS STANDING  
TO CREDIT OF CITY FOR VARIOUS PROJECTS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- At the request of Public Building Commission, I transmit herewith an ordinance approving transfers of funds standing to the credit of the City of Chicago in various revenue fund accounts of the Commission to other accounts for various projects performed by the Commission for the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred --* ISSUANCE OF CHICAGO O'HARE INTERNATIONAL  
AIRPORT INTERNATIONAL TERMINAL SPECIAL  
REVENUE BONDS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

*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 up to \$22 million aggregate principal amount of Chicago-O'Hare International Airport International Terminal-Special Revenue Bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

*Referred* -- EXECUTION OF CARGO BUILDING SITE LEASE AGREEMENT  
WITH UNITED PARCEL SERVICE, INCORPORATED 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

January 18, 1989.

*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 Mayor to execute, on behalf of the City, a cargo building site lease between the City of Chicago and United Parcel Service, Inc., for use of space at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- REPROGRAMMING OF YEAR VIII COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS FROM VARIOUS COMPLETED PROJECTS  
TO MILE SQUARE HEALTH CENTER.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Health, I transmit herewith a resolution authorizing the reprogramming of \$250,000 Year VIII Community Development Block Grant funds from various completed projects to Year XV economic assistance to Mile Square Health Center.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- SALE OF PARCEL M-9 IN ROOSEVELT-HALSTED  
COMMERCIAL DISTRICT PROJECT TO BEST  
KOSHER SAUSAGE COMPANY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the sale of Parcel M-9 in the Roosevelt Halsted Commercial District Project to Best Kosher Sausage Company.

Also transmitted is a certified copy of the resolution adopted by the Commercial District Development Commission at its meeting of November 15, 1988, requesting approval of the ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- EXECUTION OF QUITCLAIM DEED WITH BANK OF  
RAVENSWOOD UNDER TRUST NUMBER 1585.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Mayor to execute, on behalf of the City, a quitclaim deed between the City of Chicago as grantor and Bank of Ravenswood, as Trustee under Trust No. 1585 dated August 4, 1975, as grantee..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

**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* -- REPORTS AND DOCUMENTS OF  
COMMONWEALTH EDISON COMPANY.

The following communication from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of January 3, 1989, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company as listed below:

Calculation of Conservation Program charge/credit for billing month of January, 1989  
-- Rider 21.

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month ended November 30, 1988."

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

Also, communications from Mr. Ralph C. Wehner, District Engineer, under dates of December 5 and 21, 1988, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

April 9, 1986.

Amendment of an ordinance providing for expenditure of Motor Fuel Tax Funds for New Alley Construction 1985-14 M.F.T. Project Number U-5041.

Amendment of an ordinance providing for expenditure of Motor Fuel Tax Funds for New Alley Construction 1985-18 M.F.T. Project Number U-5045.

Amendment of an ordinance providing for expenditure of Motor Fuel Tax Funds for New Alley Construction 1985-2 M.F.T. Project Number U-5025.

Amendment of an ordinance providing for expenditure of Motor Fuel Tax Funds for New Alley Construction 1985-5 M.F.T. Project Number U-5028.

Amendment of an ordinance providing for expenditure of Motor Fuel Tax Funds for New Alley Construction 1985-7 M.F.T. Project Number U-5030.

Amendment of an ordinance providing for expenditure of Motor Fuel Tax Funds for New Alley Construction 1985-10 M.F.T. Project Number U-5033.

November 30, 1988.

Execution of agreement with Chicago Union Station Company for improvement of Monroe Street viaduct.

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***Placed On File*-- EXECUTION OF WATER SUPPLY CONTRACT WITH  
VILLAGE OF MORTON GROVE AND AMENDMENT OF WATER  
SUPPLY CONTRACTS WITH VILLAGE OF WORTH  
AND JUSTICE-WILLOW SPRINGS  
WATER COMMISSION.**

Also, a communication from Mr. Samuel W. Hurley, Jr., Commissioner of Department of Water, addressed to the City Clerk under date of December 28, 1988, transmitting executed copies of a water supply contract with the Village of Morton Grove and amendments of water supply contracts with the Village of Worth and the Justice-Willow Springs Water Commission, respectively, which were *Placed on File*.

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***Placed On File*-- OATH OF OFFICE.**

Also, the oath of office of Mr. Anthony J. Fornelli as a member of the Zoning Board of Appeals, filed on December 22, 1988, which was *Placed on File*.



*Placed On File* -- DOCUMENTS CONCERNING CHICAGO O'HARE  
INTERNATIONAL AIRPORT GENERAL AIRPORT SECOND  
LIEN REVENUE BONDS, 1988 SERIES A AND B.

Also, a communication from Mr. Robert M. Star of Katten, Muchin and Zavis, transmitting the following documents concerning the issuance of \$150,000,000 in Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1988 Series A and B, which were *Placed on File*:

- (1) Preliminary Official Statement dated December 9, 1988;
- (2) Official Statement of the City dated December 15, 1988;
- (3) Contract of Purchase dated December 15, 1988;
- (4) Reimbursement Agreement dated as of December 1, 1988, between the City and The Sanwa Bank, Limited, relating to the Series A Bonds;
- (5) Reimbursement Agreement dated as of December 1, 1988 between the City and The Sanwa Bank, Limited, relating to the Series B Bonds;
- (6) Letter of Credit (Series A Bonds);
- (7) Letter of Credit (Series B Bonds);
- (8) Remarketing Agreement between the City and The First Boston Corporation;
- (9) Third Supplemental Indenture from the City to American National Bank and Trust Company of Chicago relating to the Series A Bonds; and
- (10) Fourth Supplemental Indenture from the City to American National Bank and Trust Company of Chicago relating to the Series B Bonds.

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**City Council Informed As To Certain Actions Taken.**

**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on December 21, 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 January 18, 1989, 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 December 21, 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.

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**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:

Centrum Properties, Incorporated -- to classify as a Residential Planned Development instead of an R6 General Residence District the area shown on Map No. 3-F bounded by

a line 170.39 feet south of and approximately parallel to West Goethe Street; North Dearborn Street; a line 220.34 feet south of and approximately parallel to West Goethe Street; and the alley next west of North Dearborn Street.

Louise Cosmano, John Hanna and John LaSalle -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 11-M bounded by

a line 460.16 feet north of and parallel to West Berteau Avenue; a line 299.50 feet east of and parallel to North Mobile Avenue; a line 380.16 feet north of and parallel to West Berteau Avenue; and North Mobile Avenue.

Franklin Point, Incorporated -- to classify as a Business Planned Development instead of a C3-6 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by

West Harrison Street; South Wells Street; West Polk Street; and the Chicago River.

Patrick Fitz Gerald -- to classify as a B1-4 Local Retail District instead of M1-2 Restricted Manufacturing and R3 General Residence Districts the area shown on Map No. 9-H bounded by

Parcel 1: West Irving Park Road; North Hermitage Avenue; the alley next south of and parallel to West Irving Park Road; and North Ravenswood Avenue; and

Parcel 2: The alley next south of and parallel to West Irving Park Road; a line 92.02 feet west of and approximately parallel to North Hermitage Avenue; a line 24.99 feet south of and approximately parallel to the alley next south of West Irving Park Road; and the alley next west of and approximately parallel to North Hermitage Avenue.

Ross Kooperman -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 7-G bounded by

West Wolfram Street; a line 51 feet east of and parallel to North Southport Avenue; the alley next south of West Wolfram Street; and a line 25 feet east of and parallel to North Southport Avenue.

Ronald M. Korrub -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 15-J bounded by

the alley next north of and parallel to West Peterson Avenue; a line 57.68 feet east of and parallel to North Drake Avenue; West Peterson Avenue; North Drake Avenue.

Miller-Klutznick-Davis-Gray Company -- to classify as a Business Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 1-F bounded by

West Couch Place; North Dearborn Street, a line 161.04 feet west of North Dearborn Street; and West Randolph Street.

One North Franklin Associates -- to classify as a Business Planned Development No. \_\_\_\_\_ instead of a B7-7 General Central Business District the area shown on Map No. 1-F bounded by

West Calhoun Place; a line 121.28 feet east of and parallel to North Franklin Street; West Madison Street; and North Franklin Street.

Jagtar Singh -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 12-F bounded by

a line 25 feet north of and parallel to West 53rd Street; South Union Avenue; West 53rd Street; and the alley next west of and parallel to South Union Avenue.

Wabash Randolph Partnership -- to classify as a Central Area Parking Planned Development instead of B7-7 General Central Business and B6-7 Restricted Central Business Districts the area shown on Map No. 1-E bounded by

East Benton Place; North Wabash Avenue; East Randolph Street; and the alley next west of North Wabash Avenue.

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*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:

AAA Michigan and Robert Foulkes, Allstate-Ins. Co. (11), Johnie P. Banks, Angela M. Blair, Joseph J. Curran, James T. Dixon, Eula Miller, Patricia Owens, Christine M. Quinn, Michael A. Romz, Barbara F. Sharf, Mildred Sykes and Rafael F. Valderrama, Amad's Food and Liquor, American Ambassador Cas. Co. and Hosea Cobb, American Service Ins. Co. and Antonia Martinez;

Bennett Emmanuel A., Bess David and Mae H., Babul Maria D., Braden Herbert, Budget Rent-A-Car, Byrd Alvin;

Campbell Anthony, Carpenter Eric G., Causey David J., Collier Carolyn, Conrad Joel J., Cooley Catherine A.;

Dankel Mark P., DeLeon Luis, Dietz Frank M., Dominguez Jesus;

Eastman Kodak, Eshelman Charles R.;

Fitzgerald John S., Fox Cheryl E., Frederickson Christina S., Fromel Jean M.;

Gaines Dora, Garcia Artura, Garnett Melvin, Gearica Thomas, Georgopoulos G. Dennis, Gillespie Bernard, Glenn Grady L., Gorman Stella and Jim, Grant Jr. Henry, Green David, Gonzalez Miriam;

The Hedman Company, Hidalgo Victoria L. and Josephine;

Imberger Peggy;

Jackson A. and E.;

Kaminski Jan, Kendallwear, Inc., Komorowski Mike J., Kushner Marla D., Kuta Dennis C., Kuykendall Jerry E.;

Lancaster Clare M., Langer Sharel E., LaSalle Margaret M.;

Martan James, McCoy Malcolm D., McHugh Paul, Milek Henry F., Mooney Lawrence J., Moore Fannie, Morin Claudette, Murphy A., Myers Richard J.;

Noah Frank L., Nofal Bashar K.;

Obora Jason J., O'Grady Jr. Thomas J.;

Pavlik Joseph J., Paxton Anthony J., Peoples Gas Light and Coke Co. (19), Philipps Gus, Potaczek Joseph;

Quinn Rita P.;

Radakovich Daniel and Gwendolyn, Remollo Thelma R., Richards Roosevelt, Rico Juan, Rivera Eleuteria, Rizzo Peter R., Rodriguez Fernando, Rondenet Catherine;

Sanders M. C., Schwenk James R., Stevens Susan L., Sweyer Nancy J., Shaffer Zel, Sims Mitchell, State Farm Ins. Co. (3) Barbara Ross, Patricia Was and Michael Wilm, Strickland Debra F.;

Thomas Bola;

United Investors, Inc., United Parcel Service;

Vaezi Sepideh, Valdez Aurelia, Vaughn Jr. LeRoy;

Wafford Carl T., Whitehead Troy D., Williams Arthur, Wilson Fannie C., Wilson Mark A.

*Referred* -- CITY COUNCIL REQUESTED TO WITHHOLD APPROVAL  
OF PROPOSED PLAN AMENDMENT NUMBER 21 TO  
HYDE PARK-KENWOOD URBAN  
RENEWAL PLAN.

Also, a communication from Mr. Leon M. Despres, Vice Chairman of the Chicago Plan Commission, addressed to the City Clerk under date of December 29, 1988 recommending that the City Council withhold its approval of the proposed Plan Amendment Number 21 to the Hyde Park-Kenwood Urban Renewal Plan, which was *Referred to the Committee on Housing*.

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

Also, three communications from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under dates of December 30, 1988 and January 17, 1989 transmitting the recommendations that certain structures and area be designated as Chicago Landmarks, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

Metropolitan Missionary Baptist Church (2151 West Washington Boulevard);

Tribune Tower;

Washington Square District.

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*Referred* -- PROPOSED ORDER AND PETITION FOR ESTABLISHMENT  
OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF WEST NORTH SHORE AVENUE.

Also, a communication from Ms. Therese H. Trembaczkiewicz-Dumond transmitting a proposed order and petition to establish a residential permit parking zone from 8:00 A.M. to 10:00 P.M. daily on that portion of West North Shore Avenue from 1000 to 1143, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- SETTLEMENTS AND SUITS WITH ENTRIES OF  
JUDGMENTS AGAINST CITY.

Also, a report from the Corporation Counsel (filed in the Office of the City Clerk on January 11, 1989) 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 November, 1988, which was *Referred to the Committee on Finance*.

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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**PROPERTY LOCATED AT 3120 WEST 36TH STREET APPROVED  
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT  
TO COOK COUNTY REAL PROPERTY ASSESSMENT  
CLASSIFICATION ORDINANCE.**

The Committee on Finance submitted a report recommending that the City Council adopt a proposed resolution transmitted therewith, approving the property located at 3120 West 36th Street for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Assessment Classification Ordinance.

On motion of Alderman Natarus, the said proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Real Estate Property Classification Ordinance, as amended on October 1, 1984, provides for real estate tax incentive abatements for newly constructed buildings or other structures, or buildings and other structures which have been substantially rehabilitated to the extent said rehabilitation has added to their value; and

WHEREAS, American Wire and Stamping Company desires to obtain a real estate tax incentive abatement for it's planned new construction of an 8,000 square foot wire and stamping manufacturing building addition at 3120 West 36th Street, Chicago, Illinois, pursuant to Class 6(b) of Section 2 of the aforementioned Cook County Ordinance; and

WHEREAS, The Mayor and City Council of the City of Chicago have reviewed the proposed plans for the new construction and have reviewed the general area and location of the proposed new construction; and

WHEREAS, After said review, the Mayor and City Council of the City of Chicago have determined that the proposed new construction will increase economic activity in the area of the new construction, help to relieve conditions of unemployment by creating new employment opportunities, and increase the tax base in the City of Chicago; now, therefore,

*Be It Resolved*, By the Mayor and City Council of the City of Chicago, Cook County, Illinois, that the planned new construction of an 8,000 square foot wire and stamping manufacturing building addition at 3120 West 36th Street, Permanent Index Number 16-236-300-010-0000, in the City of Chicago, Illinois, is appropriate for incentive abatement pursuant to Class 6(b) of Section 2 of the Cook County Real Property Assessment Classification Ordinance, as amended.

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SUBMISSION OF APPLICATION FOR ILLINOIS DEVELOPMENT  
ACTION GRANT TO ASSIST YOUNG MEN'S CHRISTIAN  
ASSOCIATION, INCORPORATED IN REHABILITATION  
OF FACILITIES AT VARIOUS LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application for an Illinois Development Action Grant in the amount of \$1,000,000 for partial funding to rehabilitate five Young Men's Christian Association residential facilities at various locations.

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



*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the General Assembly of the State of Illinois has created the Illinois Development Action Grant Program, which provides that Illinois Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The Young Men's Christian Association of Chicago, an Illinois not-for-profit corporation ("Developer") has proposed to rehabilitate five Y.M.C.A. residential facilities, located throughout the City to provide 1,169 units of rental housing available for low to moderate income persons in the City of Chicago (the "Project"); and

WHEREAS, The City Council of the City of Chicago has approved by ordinance dated November 30, 1988, loans of a total of \$1,457,000 to provide partial financing under the MULTI/Rental Rehabilitation Program for the Project (Journal of Council Proceedings, pages 19540--19542); and

WHEREAS, The City of Chicago through its Department of Housing, desires to apply for an Illinois Development Action Grant ("I.D.A.G.") in the amount of \$1,000,000 to be used along with MULTI-Program and Rental Rehabilitation Program funds and private funds, to implement and complete the proposed Project; now, therefore,

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

SECTION 1. The Acting Mayor is hereby authorized to submit to the Illinois Development Finance Authority on behalf of the City of Chicago, an application for an Illinois Development Action Grant in the amount of \$1,000,000 for partial funding of the Project.

SECTION 2. The Acting Mayor and the Commissioner of the Department of Housing ("Commissioner") are each authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information and to comply with such public hearing requirements as may be required by the Illinois Development Finance Authority.

SECTION 3. In the event the application is approved, the Commissioner is hereby authorized to enter into and execute on behalf of the City, an Illinois Development Action

Grant Agreement or such other documentation as may be required by the Illinois Development Finance Authority, for the partial funding of the Project.

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

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SUBMISSION OF APPLICATION FOR ILLINOIS DEVELOPMENT  
ACTION GRANT TO ASSIST LAWSON YOUNG MEN'S  
CHRISTIAN ASSOCIATION IN REHABILITATION  
OF FACILITY AT 30 WEST CHICAGO  
AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application for an Illinois Development Action Grant in the amount of \$1,000,000 for partial funding to rehabilitate the Lawson Young Men's Christian Association facility located at 30 West Chicago Avenue.

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

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the General Assembly of the State of Illinois has created the Illinois Development Action Grant Program, which provides that Illinois Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The Young Men's Christian Association of Chicago, an Illinois not-for-profit corporation ("Developer") has proposed to rehabilitate the Lawson Y.M.C.A., located at 30 West Chicago Avenue to provide 595 units of rental housing available for low to moderate income persons in the City of Chicago (the "Project"); and

WHEREAS, The City Council of the City of Chicago has approved by Ordinance dated November 30, 1988 a loan of \$5,000,000 to provide partial financing under the MULTI/Rental Rehabilitation Program for the Project (Journal of Council Proceedings, pages 19540 -- 19542); and

WHEREAS, The City of Chicago through its Department of Housing, desires to apply for an Illinois Development Action Grant ("I.D.A.G.") in the amount of \$1,000,000 to be used along with MULTI-Program and Rental Rehabilitation Program funds and private funds, to implement and complete the proposed Project; now, therefore,

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

SECTION 1. The Acting Mayor is hereby authorized to submit to the Illinois Development Finance Authority on behalf of the City of Chicago, an application for an Illinois Development Action Grant in the amount of \$1,000,000 for partial funding of the Project.

SECTION 2. The Acting Mayor and the Commissioner of the Department of Housing ("Commissioner") are each authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information and to comply with such public hearing requirements as may be required by the Illinois Development Finance Authority.

SECTION 3. In the event the application is approved, the Commissioner is hereby authorized to enter into and execute on behalf of the City, an Illinois Development Action Grant Agreement or such other documentation as may be required by the Illinois Development Finance Authority, for the partial funding of the Project.

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

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SUBMISSION OF APPLICATION TO UNITED STATES DEPARTMENT  
OF HOUSING AND URBAN DEVELOPMENT FOR CITY'S  
1989 ALLOCATION UNDER RENTAL  
REHABILITATION PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application to the United States Department of Housing and Urban Development to receive the city's allocation of \$5,292,000 under the Rental Rehabilitation Program for the year 1989.

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

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 38.

*Nays* -- Alderman Krystyniak -- 1.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:45 A.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$5,292,000 of Rental Rehabilitation Program grant funds to the City in federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The Department of Housing has prepared a Program Description and appropriate certifications as required, to accompany the City's request to H.U.D. for grant funds allocated to it under the Rental Rehabilitation Program; now, therefore,

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

SECTION 1. The Mayor is authorized to submit, on behalf of the City of Chicago, an application to the United States Department of Housing and Urban Development to receive the City's allocation of \$5,292,000 under the Rental Rehabilitation Program.

SECTION 2. The Commissioner of the Department of Housing is authorized to submit such certification and assurances as may be required or requested in connection with the aforesaid application, including but not limited to a certification substantially in the form attached hereto as Exhibit B.

SECTION 3. In the event the application is approved, the Commissioner of Housing is further authorized to enter into and execute such agreements, documents and understandings as are required or necessary to implement the terms of allocation of grant funds, including but not limited to an agreement with the Chicago Housing Authority substantially in the form attached hereto as Exhibit C.

SECTION 4. The City of Chicago shall not engage in discrimination based on race, color, religion, sex, national origin, handicap, sexual orientation, geographic location, or political affiliation in its implementation of the Rental Rehabilitation Program.

SECTION 5. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibits "B" and "C" attached to this ordinance read as follows:

*Exhibit "B".*

*Certification.*

The City of Chicago, through its Department of Housing does hereby certify and attest as follows:

1. That the submission of the Program Description of the Rental Rehabilitation Program of the City of Chicago to the U. S. Department of Housing and Urban Development and execution of same has been authorized by the City Council of the City of Chicago through the passage of the attached ordinance of the \_\_\_ day of \_\_\_\_\_, 19\_\_.
2. That the Program Description was developed in consultation with the public through a public hearing held by the Department of Housing on June 18, 1984, December 7, 1987, and December 9, 1988 and by the City Council Committee on Finance on or about January 9, 1989 and the Program Description has been and is available to the public upon request.
3. That the City of Chicago, Department of Housing requests that the 100% lower income benefit standard be reduced to a 70% standard in order to enhance the successful implementation of the Rental Rehabilitation Program. It is further certified that this reduction is necessary to meet one or both of the following objectives:
  - a. To minimize the displacement of tenants in projects to be rehabilitated, and/or

- b. To provide a reasonable margin for error due to unforeseen sudden changes in neighborhood rent; failure to complete rehabilitation of projects due to unanticipated circumstances; or other reasonable contingencies.
4. That a written tenant assistance policy conforming to the requirements of 24 C.F.R. Part 511.10 (h) (2) has been adopted by the Department of Housing and is available to the public.
5. That having read and understood the rules and policies of 24 C.F.R. Part 511.10, the City will conduct the Rental Rehabilitation Program therewith.
6. That Rental Rehabilitation Program will be conducted and administered in accordance with all rules and requirements set forth in 24 C.F.R. Part 511.

[Signature form omitted for printing purposes.]

*Exhibit "C".*

*Memorandum Of Understanding.*

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between the City of Chicago, Illinois, a municipal corporation (the "City"), by and through its Department of Housing ("Department"), with offices at 318 South Michigan Avenue, Chicago, Illinois and the Chicago Housing Authority ("C.H.A."), a municipal corporation with offices at 22 West Madison Street, Chicago, Illinois.

*Recitals:*

Whereas, the United States Department of Housing and Urban Development ("H.U.D.") has allocated to the City the sum of \$5,292,000 under the Rental Rehabilitation Program ("Program"), subject to the City submitting a proper request therefore; and

Whereas, the City under the terms of the Program is authorized to utilize Section 8 Existing Certificates and Vouchers ("Section 8 Certificates") as authorized by the United States Housing Act of 1937 (the "Act") to provide greater access to low and moderate income persons by means of rent subsidies; and

Whereas, the Housing Authorities Act of the State of Illinois authorizes the C.H.A. to enter into and execute agreements with governmental units for cooperative use of staff in providing essential services to housing programs for low and moderate income persons; and

Whereas, the City and C.H.A. both deem it in their mutual interest to cooperate in assuring that maximum possible benefit is achieved in housing programs of each generally, and the City's rental rehabilitation program in particular;

Now, Therefore, in consideration of entering into this Agreement, and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are hereby expressly incorporated herein and made part of this Agreement.
2. The City through the Department, shall submit an application to H.U.D. to receive its allocation of \$5,292,000 under the Program.
3. The City shall use its best efforts to obtain commitments from private lending institutions in the amount of \$6,000,000 to be used with Program grant funds to expand the scope and benefits of the Program to the City and C.H.A.
4. The Department shall select eligible projects to be financed with Program funds, and shall further be responsible for on-going review of said projects pursuant to 24 Code of Federal Regulations Part 511, as amended from time to time ("C.F.R."). The selection and review shall include construction analysis and inspections, and tenant screening and briefing of existing tenants.
5. The C.H.A. shall issue Section 8 Certificates or Vouchers to eligible persons in such a manner as to minimize displacement of such persons residing in projects selected for rehabilitation and to assist persons choosing or required to move from projects being rehabilitated, and to assist eligible persons choosing to move back to projects after rehabilitation is completed.
6. It is expressly agreed by the parties that C.H.A. upon due diligence in meeting its responsibilities under paragraph 5 above, may then issue Section 8 Certificates to eligible persons from waiting lists maintained by C.H.A. for Section 8 housing programs, generally, who agreed to move into rehabilitated projects. Owners of completed projects will notify C.H.A. of impending vacancies for referral of eligible tenants.
7. It is further agreed that in the event that C.H.A. issues Section 8 Certificates or Vouchers to eligible persons from waiting lists for the purpose of residing in Rental Rehabilitation Program financed projects, that 50% of such persons shall be taken from waiting lists for the zip code in which the Rental Rehabilitation Development is located.
8. To the extent possible C.H.A. will utilize Section 8 Vouchers to assist persons choosing or required to move from projects being rehabilitated and Section 8 Certificates for persons who agreed to move into rehabilitated projects.

9. The C.H.A. shall advise the Department, upon each occurrence, of an investor who is refusing to rent to Section 8 tenants or not maintaining his/her units to Section 8 standards.
10. It is expressly agreed by the parties, that this Agreement shall be subject to applicable portions of the Code of Federal Regulations as amended from time to time, including, but not limited to 24 Code of Federal Regulations, parts 209, 511 and 992.
11. The Department and the C.H.A. shall meet periodically to resolve issues, expedite ongoing activities and communicate the schedule of project commitments and completions. These meetings shall occur on a quarterly basis, or to the extent necessary.
12. It is further expressly agreed by the parties that any and all administrative costs incurred by either in carrying out the terms of this Agreement shall be borne solely by each party, respectively.
13. The C.H.A. currently has a waiting list for Section 8 Certificates of about 40,000 families. On an interim basis, C.H.A. can issue and utilize certificates or vouchers allocated for the Rental Rehabilitation Program from this waiting list. The C.H.A. Section 8 Existing Housing Program is experiencing a turnover rate of 16.8% per year (about 1,200 per year). At this rate of attrition, the C.H.A. will provide certificates or vouchers to the Department on an as-needed basis to meet its responsibilities under paragraph 5 of the memorandum. The C.H.A. shall apprise the Department of any changes which may occur in the availability of vouchers or certificates.
14. It is expressly agreed by the parties that the C.H.A. will not provide relocation benefits. It is further agreed by the parties that eligible families will be assisted by C.H.A. in strict conformance with all Section 8 regulations.
15. Any notices requested or required under this Agreement shall be in writing, and placed in the U. S. mails, first class postage, registered, returned receipt requested, prepaid, addressed as follows:

If To City:

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

If To C.H.A.:

Chicago Housing Authority  
22 West Madison Street  
Chicago, Illinois 60601  
Attention: Executive Director



16. The organizational entities involved are as follows:

For The City:

Darius Grayson  
Deputy Commissioner  
Department of Housing  
922-7922, ext. 530  
(Executive)

Jean Shirley  
Director of Relocation  
Department of Housing  
922-7922, ext. 523  
(Tenant Assistant)

Edward White  
Supervising Loan  
Processing Officer  
Department of Housing  
922-7922, ext. 487  
(Loan Processing)

Sharon Glenn  
Assistant Director of  
Contract Compliance  
Department of Housing  
922-7922, ext. 536  
(Davis-Bacon requirements)

Albert Nিকে  
Director of Rehabilitation Construction  
Department of Housing  
922-7922, ext. 415  
(Construction)

For The C.H.A.:

Regina Bryson  
Section 8 Housing  
791-8728  
(Section 8 Vouchers/  
Certificates)

Myron Role  
Director of Special Housing Program  
791-8500

17. This Agreement shall remain in full force and effect until such time as the City shall discontinue activities authorized under this program.

This Agreement is executed at Chicago, Illinois as of the date first appearing above.

[Signature forms omitted for printing purposes.]

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN  
SETTLEMENT AGREEMENTS OR ENTER INTO  
CONSENT ORDERS.

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

*Livingston v. City Of Chicago.*

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Livingston v. City of Chicago*, 80 L 7898, in the amount of \$225,000.00.

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*Szewczyk And Pieczul v. City Of Chicago.*

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Szewczyk and Pieczul v. City of Chicago*, 79 L 14335, in the amount of \$135,000.00.

On motion of Alderman Natarus, the foregoing proposed orders were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

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

The Committee on Finance, to which was referred December 14 and 21, 1988 sundry

proposed ordinances transmitted therewith to authorize the issuance of free permits for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

On motion of Alderman Natarus, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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):

*Children's Memorial Hospital.*

*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 Children's Memorial Hospital, for interior remodeling (Jones and Wilson Buildings), on the premises known as 2300 -- 2360 North Orchard Street.

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

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

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*J. S. Drew Construction Company.  
(121 North LaSalle Street)*

*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 J. S. Drew Construction Company, for the construction of a pedway extension and renovation of basement, on the premises known as City Hall, 121 North LaSalle Street.

Said building shall be used exclusively for \_\_\_\_\_ 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 and publication.

---

*J. S. Drew Construction Company.  
(203 North LaSalle Street)*

*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 J. S. Drew Construction Company, for the construction of a Chicago Transit Authority Station inside the Transportation Building, on the premises known as 203 North LaSalle Street.

Said building shall be used exclusively for transportation services 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 and publication.

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*Our Lady Of Resurrection Medical 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 Our Lady of Resurrection Medical Center, for installation of three elevators on the premises known as 5647 West Addison Street.

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 and publication.

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*Saint Elizabeth's Hospital.*

*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 Saint Elizabeth's Hospital for construction renovation of a family practice satellite office and alterations to existing facility on the premises known as 1431 North Claremont Avenue.

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

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

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INSTALLATION OF ALLEY LIGHTS AT  
SPECIFIED LOCATIONS.

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

*7000 To 7100 Block Of South Yale Avenue.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of alley lights from 7000 to 7100 block of South Yale Avenue (between South Yale Avenue and South Wentworth Avenue).

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*2101 West Concord Place.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in the rear of the premises located at 2101 West Concord Place.

On motion of Alderman Natarus, each of the foregoing proposed orders was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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**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 December 14 and 21, 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
Catholic Archdiocese of Chicago/ Old Saint Mary's Church 19 East Van Buren Street	B1-620971	\$ 34.50
	B1-710258	34.50
	B1-712616 (Bldg.)	34.50
Catholic Archdiocese of Chicago/ Parish Cooperative in South Chicago 8731 South Exchange Avenue	B1-712173 (Bldg.)	23.00
Catholic Archdiocese of Chicago/ Saint Bronislava Church 8708 South Colfax Avenue	B1-712427 (Bldg.)	23.00
Chicago Historical Society 1601 North Clark Street	A1-701559	120.00
	A1-708006 (Elev.)	90.00
Grant Hospital (various locations)	B1-718248 (Bldg.)	80.50
	F5-700459 (Ramp)	100.00
	P1-607128	1,345.00
	P1-704029 (Fuel Burn. Equip.)	2,617.00
Lutheran School of Theology (various locations)	B1-819633	57.50
	B1-819514	46.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-820223	\$ 46.00
	B1-820208	34.50
	B1-820232 (Bldg.)	46.00
Saint Joseph Hospital and Medical Center 2900 North Lake Shore Drive	B2-461017	10.00
	B2-461018	10.00
	B2-561219	23.00
	B2-561220 (Canopy and Rev. Door)	23.00
	D1-517140	28.00
	D1-517141	28.00
	D1-517142 (Sign)	28.00
Schwab Rehabilitation Center (various locations)	D1-711995 (Sign)	16.00
	P1-705428 (Fuel Burn. Equip.)	231.00
University of Chicago's B'nai B'rith Hillel Foundation 5715 South Woodlawn Avenue	B1-820185 (Bldg.)	23.00

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



*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL  
AND NURSING SERVICES RENDERED CERTAIN INJURED  
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee of 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 Natarus, the said proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims

pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 23676  
through 23701 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, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party orders printed on pages 23702  
through 23706 of this Journal.]

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*Placed On File* -- APPLICATIONS FOR CITY OF CHICAGO  
CHARITABLE SOLICITATION (TAG DAY)  
PERMITS.

The Committee on Finance submitted a report recommending that the City Council place on file three applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

(Continued on page 23707)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ABBATE	SERGEANT	TWENTY-FIFTH DISTRICT	1/17/84	60.00
ABELS	POLICE OFFICER	EIGHTH DISTRICT	10/14/83	40.00
ABELSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/27/88	234.00
ACCARDO	POLICE OFFICER	SIXTEENTH DISTRICT	9/19/88	305.25
ADAMS	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/88	1490.00
ADDISSO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/11/88	72.25
ADEMA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/21/88	850.00
AUDOLPH	POLICE OFFICER	SIXTEENTH DISTRICT	11/14/81	2695.85
AUGILAR	POLICE OFFICER	FOURTEENTH DISTRICT	8/30/87	37.00
AHERN	POLICE OFFICER	SIXTH DISTRICT	7/05/86	13.50
ALBANO	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	7/20/88	1832.00
ALBRECHT	POLICE OFFICER	NINTH DISTRICT	8/02/88	75.90
ALI	POLICE OFFICER	FIRST DISTRICT	5/14/84	120.00
ALLY	POLICE OFFICER	SEVENTH DISTRICT	6/15/88	94.50
ALMAGUER	POLICE OFFICER	SEVENTH DISTRICT	9/11/88	370.50
ALVARADO	POLICE OFFICER	TENTH DISTRICT	8/13/88	173.00
ALVAREZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/25/88	441.00
AMOS	POLICE OFFICER	THIRD DISTRICT	8/13/88	59.25
ANDERSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/25/88	100.20
ANDERSON	POLICE OFFICER	NINETEENTH DISTRICT	9/25/86	285.00
ANDERSON	POLICE OFFICER	THIRD DISTRICT	8/06/88	105.35
ANDERSON	POLICE OFFICER	FOURTEENTH DISTRICT	12/22/82	30.00
ANDERSON	POLICE OFFICER	FIRST DISTRICT	9/19/88	158.80
ANDERSON	POLICE OFFICER	FIFTEENTH DISTRICT	1/19/88	207.40
ANDERSON	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/88	197.50
ARMSTRONG	POLICE OFFICER	FOURTH DISTRICT	6/03/88	75.00
ARMSTRONG	POLICE OFFICER	FIFTEENTH DISTRICT	2/09/88	131.00
ARKOYO	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/27/88	459.50
ATKINS	POLICE OFFICER	FIFTEENTH DISTRICT	9/18/88	327.00
AYERS	POLICE OFFICER	THIRD DISTRICT	3/27/87	385.50
AYERS	POLICE OFFICER	THIRD DISTRICT	8/04/88	4823.65
AZTLAN	POLICE OFFICER	FIFTEENTH DISTRICT	9/19/88	176.00
BADILLO	POLICE OFFICER	TENTH DISTRICT	6/27/88	64.50
BARA	POLICE OFFICER	NINTH DISTRICT	8/20/88	169.00
BARAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/31/88	205.00
BARANOWSKI	POLICE OFFICER	TWENTIETH DISTRICT	9/08/88	511.50
BARANSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/23/88	263.00
BARNES	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/02/88	680.00
BARNES	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/01/88	85.00
BARNES	POLICE OFFICER	ELEVENTH DISTRICT	9/05/88	354.90
BARNERA	POLICE OFFICER	FOURTEENTH DISTRICT	8/04/88	163.00
BARRINS	POLICE OFFICER	FIFTH DISTRICT	9/02/88	279.78
BARRY	POLICE OFFICER	FOURTEENTH DISTRICT	8/10/88	490.50
BARTON	POLICE OFFICER	FIRST DISTRICT	9/15/88	252.00
BARTHEL	POLICE OFFICER	TWENTIETH DISTRICT	8/02/87	525.00
BASIL	POLICE OFFICER	NINETEENTH DISTRICT	9/02/88	316.75
BASILE	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	6/06/83	65.00
BATTAGLIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/17/88	191.35
BATTAGLIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/13/88	85.00

1/18/89

REPORTS OF COMMITTEES

23677

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BATTALIA	POLICE OFFICER	TWENTIETH DISTRICT	9/08/88	150.00
BAUMER	POLICE OFFICER	INTERSECTION CONTROL UNIT	5/08/88	25.00
BAY	POLICE OFFICER	FOURTEENTH DISTRICT	8/25/88	185.00
BEDIA	POLICE OFFICER	ELEVENTH DISTRICT	7/26/88	140.00
BEINAREK	POLICE OFFICER	FIFTH DISTRICT	8/15/88	159.60
BEINAREK JR	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/16/88	522.00
BELL	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/02/88	105.00
BELL	POLICE OFFICER	SEVENTEENTH DISTRICT	9/30/88	44.75
BENVENUTI-NOTO	POLICE OFFICER	NINETEENTH DISTRICT	6/22/88	100.00
BERETA	POLICE OFFICER	SEVENTH DISTRICT	5/02/88	1520.00
BEVAN	POLICE OFFICER	FIRST DISTRICT	3/25/87	35.00
BIALEK	POLICE OFFICER	NINTH DISTRICT	7/30/88	368.00
BIGDEN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/01/88	11452.21
BIGGINS	POLICE OFFICER	FIFTH DISTRICT	8/30/88	358.88
BLACK	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	3/02/87	325.00
BLAKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/19/88	508.00
BLOKIN	POLICE OFFICER	NINTH DISTRICT	8/22/88	107.00
BONE	POLICE OFFICER	THIRD DISTRICT	6/12/88	156.40
BONNER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/17/88	464.50
BONNETTER	POLICE OFFICER	SEVENTH DISTRICT	7/26/88	533.00
BONSTETTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/22/88	293.00
BORGINI	POLICE OFFICER	FIFTEENTH DISTRICT	7/24/88	5938.73
BOSO	POLICE OFFICER	ELEVENTH DISTRICT	8/11/88	122.00
BOURGOYNE	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/11/88	315.00
BOYD	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	8/28/88	272.00
BRADSHAW	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/24/88	360.00
BRADY	POLICE OFFICER	SECOND DISTRICT	6/25/88	123.00
BRANSFIELD	POLICE OFFICER	EIGHTEENTH DISTRICT	8/10/88	146.25
BRANSFORD	POLICE OFFICER	THIRD DISTRICT	8/13/88	87.45
BRANSFORD	POLICE OFFICER	THIRD DISTRICT	9/14/88	243.20
BRANTLEY	POLICE OFFICER	SEVENTH DISTRICT	3/19/88	220.00
BRENNER	POLICE OFFICER	SEVENTEENTH DISTRICT	7/22/88	75.00
BRENSBERGER	POLICE OFFICER	SIXTEENTH DISTRICT	3/04/85	75.00
BRESNAHAN	POLICE OFFICER	FIRST DISTRICT	8/26/88	1021.50
BRESNAHAN	POLICE OFFICER	SECOND DISTRICT	8/17/88	153.00
BRIGHT	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/88	641.50
BRIMER	POLICE OFFICER	TWENTIETH DISTRICT	7/10/88	437.00
BRINKMAN	POLICE OFFICER	ENFORCEMENT SECTION	8/15/88	2658.50
BROKKE	POLICE OFFICER	TWELFTH DISTRICT	7/07/88	167.00
BROWN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/30/88	806.30
BROWN	POLICE OFFICER	FOURTEENTH DISTRICT	7/01/88	302.25
BROWN	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/25/88	464.00
BROWN	POLICE OFFICER	SIXTH DISTRICT	7/06/88	133.85
BROWN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/23/87	1394.15
BROWN	POLICE OFFICER	FOURTEENTH DISTRICT	7/09/88	435.25
BROWN	POLICE OFFICER	SIXTH DISTRICT	7/19/88	195.00
BROWN	POLICE OFFICER	FOURTH DISTRICT	4/07/87	59.00
BROWNE	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	6/04/88	436.00
BUCK	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/25/88	1425.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANETTE	POLICE OFFICER	ELEVENTH DISTRICT	8/25/88	131.50
BUJAY	POLICE OFFICER	ELEVENTH DISTRICT	9/04/88	455.30
BULTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/07/87	120.00
BURKIA	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/31/88	165.75
BURKE	POLICE OFFICER	TENTH DISTRICT	7/04/88	290.00
BURKE	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/14/88	78.20
BURKE	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/05/88	95.50
BURKE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/04/88	285.45
BURNS	POLICE OFFICER	FIRST DISTRICT	8/29/88	108.60
BYERLY	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/88	150.00
BYRD	POLICE OFFICER	FIFTH DISTRICT	7/02/88	286.27
BYRNE	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/24/88	42.00
CACCAVALE	POLICE OFFICER	NINETEENTH DISTRICT	9/09/88	83.00
CALDERONE	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/85	465.00
CALLAGHAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/88	312.05
CALLAHAN	POLICE OFFICER	FOURTH DISTRICT	2/10/88	220.00
CAMACHO	POLICE OFFICER	SEVENTEENTH DISTRICT	7/22/88	194.10
CAMACHO	POLICE OFFICER	SEVENTEENTH DISTRICT	9/08/88	55.00
CAMPBELL	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/12/88	85.00
CAMPBELL	POLICE OFFICER	NINTH DISTRICT	9/01/88	394.20
CANNATA	POLICE OFFICER	EIGHTEENTH DISTRICT	9/02/88	260.50
CARDWELL	POLICE OFFICER	DETACHED SERVICES--MISCELLANEOU	9/19/88	1130.10
CARD	POLICE OFFICER	TENTH DISTRICT	4/24/88	179.00
CARR	POLICE OFFICER	ELEVENTH DISTRICT	9/13/88	492.00
CARROLL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/12/88	211.40
CARTEGENA	POLICE OFFICER	TENTH DISTRICT	7/14/88	193.00
CARTER	POLICE OFFICER	SIXTH DISTRICT	8/13/88	719.80
CARTER	POLICE OFFICER	SECOND DISTRICT	7/10/88	2794.00
CARTER	POLICE OFFICER	TWELFTH DISTRICT	8/28/88	2205.00
CASE	POLICE OFFICER	SEVENTH DISTRICT	9/17/88	153.00
CASSELLE	POLICE OFFICER	FOURTH DISTRICT	9/20/88	245.00
CASTANEDA	POLICE OFFICER	NINTH DISTRICT	9/24/88	826.00
CAVANAUGH	POLICE OFFICER	CENTRAL DETENTION SECTION	1/26/85	1081.40
CELANO	POLICE OFFICER	FIFTEENTH DISTRICT	6/28/88	390.00
CELANO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/13/88	30.00
CELLA	POLICE OFFICER	NINETEENTH DISTRICT	9/02/88	129.50
CERNY	POLICE OFFICER	SEVENTEENTH DISTRICT	7/22/88	115.00
CESAK	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/03/88	1738.00
CHANA	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	727.50
CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	12/01/87	115.00
CHEKNIKOVICH	POLICE OFFICER	ELEVENTH DISTRICT	7/05/88	142.00
CHMIEL	POLICE OFFICER	RECRUIT TRAINING	8/09/88	139.00
CHORVATH	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/30/88	85.50
CHRISTOPHER	POLICE OFFICER	UNKNOWN	9/22/88	128.25
CHRISTOPHER	POLICE OFFICER	PUBLIC HOUSING DIVISION--SOUTH	7/29/88	204.00
CIANGI	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	3/26/88	1323.00
CIFUN	POLICE OFFICER	FOURTEENTH DISTRICT	7/18/88	105.00
CIFUN	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/88	215.00
CISZEMSKI	POLICE OFFICER	TWENTY--SECOND DISTRICT	8/24/88	195.15

1/18/89

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CLEARY	MICHAEL P	POLICE OFFICER	7/18/88	129.98
CLEMONS	ROBERT	POLICE OFFICER	9/06/88	137.40
COLEMAN	ADLAI F	POLICE OFFICER	7/02/88	2179.00
COLEMAN	ADLAI F	RECRUIT TRAINING	7/14/88	518.10
COLLINS	SIDNEY E	FIFTEENTH DISTRICT	7/14/88	60.40
COLLINS	ELEANOR D	RECRUIT TRAINING	7/06/88	240.00
COLLINS	ELEANOR D	POLICE OFFICER	7/21/88	295.00
COLLINS	ELEANOR D	THIRD DISTRICT	8/12/88	135.25
COLLINS	JOHN P	POLICE OFFICER	9/26/88	2408.65
COLLINS	MICHAEL P	POLICE OFFICER	8/01/88	320.00
COLON	MANUEL	FOURTH DISTRICT	8/13/88	197.00
COMITO	JAMES	THIRTEENTH DISTRICT	3/04/88	1365.36
CONDREVA	RONALD E	AUTOMOTIVE POUNDS SECTION	8/21/88	253.00
CONSTANTINO	FRANK	SEVENTH DISTRICT	7/03/88	15482.98
CONSTANTINO	FRANK	TENTH DISTRICT	12/07/87	40.00
COOK	FRANONIOUS	TENTH DISTRICT	9/02/88	446.00
CORBOY	DANIEL W	TWENTY-SECOND DISTRICT	7/09/88	195.00
CORCORAN	COLLEEN S	TWENTY-THIRD DISTRICT	11/21/87	1200.50
CORTES	EDWARD	EIGHTEENTH DISTRICT	7/22/88	130.05
COUGHLIN	JOSEPH J	TENTH DISTRICT	5/15/88	1294.00
COULTER	RICHARD P	GANG CRIMES ENFORCEMENT DIVISI	7/27/88	25.00
COX	ISSAC	NINTH DISTRICT	7/18/88	370.00
CRAIG	VELMA E	THIRD DISTRICT	8/20/88	920.00
CRAWFORD	ROBERT J	CENTRAL DETENTION SECTION	9/13/88	109.50
CRAWFORD	RONALD	TWENTY-FOURTH DISTRICT	11/20/87	65.55
CRAWFORD	DONALD E	TWENTY-FIFTH DISTRICT	5/09/88	381.50
CRESPO	HECTOR	TWENTY-FOURTH DISTRICT	9/28/88	405.25
CRIGLER	RODNEY	FOURTEENTH DISTRICT	8/04/88	200.00
CRONIN	KRIGID A	FOURTH DISTRICT	10/14/83	20.00
CROWK	VIRGINIA	RECRUIT TRAINING	5/31/88	147.05
CROWELL	DAVID A	NINTH DISTRICT	12/02/83	20.00
CUBE	ROBERT	ELEVENTH DISTRICT	7/19/88	270.00
CULLINAN	TIMOTHY J	OHARE SECURITY	3/09/88	1172.00
CULVER	SHEILA	SIXTH DISTRICT	9/09/88	343.50
CUNZALO	LEONARD M	RECRUIT TRAINING	8/09/88	135.00
CURETON	ANDRE	OHARE LAW ENFORCEMENT	8/14/88	204.00
CUSHING	SANIRA L	PUBLIC HOUSING DIVISION-SOUTH	8/23/88	105.00
CUTTONE	EUGENE A	FIFTEENTH DISTRICT	8/26/88	124.00
CYMBALISTY	EDWARD	MOTOR MAINTENANCE DIVISION	2/27/88	30.00
DALEY	LEE	PUBLIC TRANSPORTATION M.T.S.	7/06/88	120.10
DALEY	BRIAN J	SEVENTH DISTRICT	8/19/88	363.50
DALY	EVE	SEVENTH DISTRICT	7/11/88	155.00
DAVIS	ERIC A	TWENTY-FOURTH DISTRICT	7/02/88	10.33
DAVIS	JAMES F	PUBLIC HOUSING DIVISION-NORTH	9/15/88	304.00
DAVIS	JEFFREY	FIRST DISTRICT	9/05/88	1537.25
DAVIS	SIDNEY	SIXTH DISTRICT	9/10/88	131.35
DAVIS	THEODORE E	SEVENTH DISTRICT	7/25/88	591.50
DAVIS	VINCE	FOURTH DISTRICT	7/14/88	81.30
DAVIS	VINCE	EIGHTH DISTRICT	9/07/88	184.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DEBOER DENNIS	POLICE OFFICER	TWENTYETH DISTRICT	9/30/88	392.10
DEFRANCISCO PETER J	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/88	27.50
DEHEER JOHN R	POLICE OFFICER	FIFTH DISTRICT	9/13/88	300.60
DELANEY ROBERT	POLICE OFFICER	FIFTEENTH DISTRICT	3/21/88	15.00
DELATORRE MANUEL	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/88	433.00
DELGADO CARLOS J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/13/88	594.75
DELIA YVONNE	POLICE OFFICER	EIGHTH DISTRICT	7/03/88	163.00
DELIA YVONNE	POLICE OFFICER	EIGHTH DISTRICT	7/30/88	109.00
DEPILLARS LILLIAN I	POLICE OFFICER	THIRD DISTRICT	7/25/88	1252.00
DEKEDT CRAIG A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/25/88	83.00
DEROSA PAUL	POLICE OFFICER	EIGHTEENTH DISTRICT	8/04/88	3495.50
DIERINGER ROBERT J	POLICE OFFICER	CRIME LABORATORY DIVISION	8/04/88	359.95
DIETRICH RICHARD A	POLICE OFFICER	THIRTEENTH DISTRICT	3/18/84	559.00
DILLON JAMES	POLICE OFFICER	VICE CONTROL SECTION	9/08/88	103.25
DISSSELHORST WILLIAM	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	8/16/88	1383.25
DIX III LAWRENCE	POLICE OFFICER	THIRD DISTRICT	12/22/84	255.00
DIHERTY JOHN	POLICE OFFICER	SEVENTH DISTRICT	7/24/88	604.00
DOLAN DAVID	POLICE OFFICER	TWENTIETH DISTRICT	9/14/88	150.50
DOLAN THOMAS F	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/10/88	265.75
DOMAGALA BERNARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	116116.34
DOMBROWSKI HENRY J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/02/88	1361.05
DOMBROWSKI LEONARD F	POLICE OFFICER	FIRST DISTRICT	8/12/88	310.10
DOMENECH GUS	POLICE OFFICER	ELEVENTH DISTRICT	7/26/88	291.50
IONES WILMAN	POLICE OFFICER	FOURTEENTH DISTRICT	6/01/88	92.00
IKORSEY SYDNEY B	POLICE OFFICER	THIRD DISTRICT	9/02/88	115.00
IOITY JOHN M	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/13/88	240.00
IOUGHTERY JOHN E	POLICE OFFICER	FIFTH DISTRICT	8/21/88	113.00
IOUNES THOMAS M	POLICE OFFICER	FIFTH DISTRICT	6/20/88	1035.00
IOYLE ANTHONY J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/23/88	2064.15
IOYLE DOYLE	POLICE OFFICER	SEVENTH DISTRICT	7/18/88	86.00
IRAWHORN MICHAEL	POLICE OFFICER	SECOND DISTRICT	9/05/88	392.55
IKOBA GERARD E	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/02/88	240.00
IUBIEL ROBERT H	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/09/88	185.00
IUFFY DANIEL	POLICE OFFICER	SEVENTH DISTRICT	3/29/88	198.11
IUFFY THOMAS E	POLICE OFFICER	MARINE UNIT	8/15/88	57.00
IUNN JAMES P	POLICE OFFICER	RECRUIT TRAINING	9/26/88	1080.75
IUNN WILLIAM P	POLICE OFFICER	SEVENTH DISTRICT	5/18/87	155.00
EASLEY HARRY A	POLICE OFFICER	THIRD DISTRICT	8/16/88	634.40
ECKNER JAMES W	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/20/88	248.50
EGGERS JERRY R	POLICE OFFICER	SIXTEENTH DISTRICT	7/06/88	114.25
ELENZ DANIEL G	POLICE OFFICER	TWENTIETH DISTRICT	8/30/88	1834.05
ELLERMAN ROBERT W	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/88	373.00
ELLIOTT SUSAN M	POLICE OFFICER	RECRUIT TRAINING	10/21/84	195.00
ELLIOTT CHARLES B	POLICE OFFICER	NINETEENTH DISTRICT	4/21/88	190.00
ELLIOTT JILL	POLICE OFFICER	SEVENTH DISTRICT	7/18/88	737.00
ELLIOTT ROBERT G	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/29/88	229.25
ELMER CHARLES B	POLICE OFFICER	ELEVENTH DISTRICT	6/28/88	18.00
ENGELSMAN RICHARD	POLICE OFFICER	SEVENTH DISTRICT	8/21/88	2750.00
ESCAHILLA EDWARD	POLICE OFFICER	NINTH DISTRICT	7/07/88	171.00

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 1/18/89  
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
EVANS	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/24/88	220.00
EVANS	POLICE OFFICER	SEVENTH DISTRICT	8/29/88	431.50
EVANS	POLICE OFFICER	THIRD DISTRICT	8/12/88	2860.40
FACCHINI	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	7/21/88	452.00
FANELLI	POLICE OFFICER	FIFTH DISTRICT	8/28/88	126.55
FARLEY	POLICE OFFICER	FIRST DISTRICT	7/01/88	185.25
FARKELL	POLICE OFFICER	SEVENTH DISTRICT	10/19/86	35.00
FASHINGBAUER	POLICE OFFICER	ELEVENTH DISTRICT	1/01/87	44.00
FASSETT	POLICE OFFICER	SEVENTEENTH DISTRICT	8/16/88	157.84
FELDMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/10/88	1002.00
FELICIANO	POLICE OFFICER	ELEVENTH DISTRICT	8/03/87	382.00
FELICIANO	POLICE OFFICER	ELEVENTH DISTRICT	9/07/88	142.15
FENNER	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	6/06/88	117.50
FEREK	POLICE OFFICER	ELEVENTH DISTRICT	8/06/88	364.00
FERNANDEZ	POLICE OFFICER	TENTH DISTRICT	7/28/87	685.00
FEROLD JR	POLICE OFFICER	SANITATION UNIT	7/14/83	20.00
FERRARI	POLICE OFFICER	CRIME LABORATORY DIVISION	9/10/88	926.75
FINKERAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/88	382.85
FISSINGER	POLICE OFFICER	RECRUIT TRAINING	7/17/88	195.00
FITZGERALD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVI91	8/05/88	5583.66
FITZGERALD	POLICE OFFICER	SIXTH DISTRICT	7/27/88	788.00
FLANERY	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/20/88	755.00
FLEMING	POLICE OFFICER	FIFTH DISTRICT	7/25/88	1587.94
FLIGELMAN	POLICE OFFICER	AUTO THEFT SECTION	6/05/88	1057.25
FLORES	POLICE OFFICER	FOURTEENTH DISTRICT	9/18/88	64.00
FLORES	POLICE OFFICER	FOURTEENTH DISTRICT	6/28/88	44.00
FLYNN	POLICE OFFICER	NINTH DISTRICT	7/18/88	67.50
FORD	POLICE OFFICER	EIGHTH DISTRICT	8/01/88	95.25
FORGUE	POLICE OFFICER	FOURTH DISTRICT	7/28/88	1175.10
FOSTER	POLICE OFFICER	ELEVENTH DISTRICT	9/01/88	10306.47
FRANK	POLICE OFFICER	FIFTH DISTRICT	7/31/88	110.50
FRANKLIN	POLICE OFFICER	FOURTH DISTRICT	8/08/88	805.20
FREEMAN	POLICE OFFICER	NINTH DISTRICT	9/04/88	133.90
FUDACZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/22/88	70.00
FUGGITI	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	8/16/88	1676.99
FULLER	POLICE OFFICER	EIGHTEENTH DISTRICT	7/25/88	247.47
FURMANEK	POLICE OFFICER	EIGHTH DISTRICT	11/20/85	70.05
GADSON	POLICE OFFICER	THIRD DISTRICT	8/22/88	610.00
GADZINSKI	POLICE OFFICER	FOURTH DISTRICT	8/03/88	296.60
GAINER	POLICE OFFICER	CANINE UNIT	7/24/88	3622.00
GALAN	POLICE OFFICER	THIRTEENTH DISTRICT	9/30/88	335.00
GALE	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	9/11/88	215.00
GALLIVAN	POLICE OFFICER	CANINE UNIT	8/15/88	548.85
GAMBELL	POLICE OFFICER	SECOND DISTRICT	9/09/88	1027.75
GAMBLE	POLICE OFFICER	SEVENTH DISTRICT	11/03/82	335.00
GARCIA	POLICE OFFICER	ELEVENTH DISTRICT	8/07/88	165.00
GARCIA	POLICE OFFICER	FOURTH DISTRICT	7/02/88	3497.30
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/06/87	42.00
GARRINO	POLICE OFFICER	UNKNOWN	9/29/88	102.50



CITY OF CHICAGO  
CITY COUNCIL ORDERS  
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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GARKITY JOHN M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/26/88	385.38
GARTH WALTER	POLICE OFFICER	TRAINING DIVISION	7/01/88	159.85
GASS PATRICIA J	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/11/86	40.00
GATES RONALD	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/31/88	214.50
GEERS JAMES T	POLICE OFFICER	TENTH DISTRICT	2/10/87	40.00
GEHRKE LEE	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	8/10/88	81.00
GERACI JAMES J	POLICE OFFICER	YOUTH DIVISION AREA TWO	4/22/88	2647.00
GERALI GENE R	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	2782.00
GETMAN BRADLEY	POLICE OFFICER	NINTH DISTRICT	4/25/88	30.00
GIANNONI MARIO	POLICE OFFICER	SEVENTEENTH DISTRICT	4/22/88	2277.00
GIBSON LORIE A	POLICE OFFICER	SECOND DISTRICT	9/27/88	357.00
GILBERTO M STEW A	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	8/20/88	652.20
GIORRANGO J SEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	7/18/88	147.25
GLINES MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	9/28/88	128.00
GLYNN KEVIN P	POLICE OFFICER	FOURTH DISTRICT	8/13/88	207.40
GODFREY ARTHUR	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION 8	5/18/88	60.00
GOERGE MARK A	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/88	230.00
GOMEZ JOHNNY	POLICE OFFICER	FOURTH DISTRICT	8/27/88	385.10
GOMEZ RAFAEL L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/06/88	378.00
GONZALES JAMES	POLICE OFFICER	TWELFTH DISTRICT	6/26/88	200.00
GONZALES MARIA C	POLICE OFFICER	TWELFTH DISTRICT	8/21/88	115.00
GONZALEZ SALLY	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/12/88	255.50
GOOD PATRICK M	POLICE OFFICER	SIXTH DISTRICT	7/07/88	175.00
GORDON HERBERT W	POLICE OFFICER	SEVENTEENTH DISTRICT	5/13/84	169.00
GOSHMAN RICHARD-RAYMOND	POLICE OFFICER	SECOND DISTRICT	7/10/88	49.00
GOZDECKI CALVIN A	POLICE OFFICER	THIRD DISTRICT	9/03/88	89.10
GRAHAM GARY M	POLICE OFFICER	CANINE UNIT	9/01/88	74.80
GRAHER ROBERT	POLICE OFFICER	EIGHTH DISTRICT	9/30/88	100.00
GRANKOWSKI DENNIS	POLICE OFFICER	RECRUIT TRAINING	9/28/88	192.25
GREENWICH NORMAN	POLICE OFFICER	THIRD DISTRICT	7/08/88	485.00
GREGOIRE FRANK C	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	90.00
GRIVETTI JOCELYN M	POLICE OFFICER	RECRUIT TRAINING	4/08/87	320.00
GRUBARCIK WILLIAM L	POLICE OFFICER	YOUTH DIVISION AREA ONE	8/08/88	304.50
GRUBER MARY M	POLICE OFFICER	SIXTH DISTRICT	7/07/88	501.62
GRZESKIEWICZ THOMAS A	POLICE OFFICER	THIRD DISTRICT	7/09/88	1318.00
GULJARIO RONALD J	POLICE OFFICER	THIRTEENTH DISTRICT	9/19/88	455.00
HAAS MAX J	POLICE OFFICER	THIRTEENTH DISTRICT	4/15/87	37.00
HAGEN MICHAEL L	POLICE OFFICER	NINETEENTH DISTRICT	7/28/88	63.00
HAIRE HOWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	7/27/88	122.75
HALL GERALDINE	POLICE OFFICER	SEVENTH DISTRICT	8/15/88	71.50
HALL JAMES	POLICE OFFICER	TWELFTH DISTRICT	7/10/88	133.00
HALL JON A	POLICE OFFICER	TWELFTH DISTRICT	9/25/88	353.45
HALL RAZENDA T	POLICE OFFICER	THIRD DISTRICT	8/11/88	454.00
HAMILTON MARJORIE E	POLICE OFFICER	RECRUIT TRAINING	7/25/85	168.00
HAMILTON MARJORIE E	POLICE OFFICER	TWENTIETH DISTRICT	7/22/88	239.00
HANJACEK JOHN A	POLICE OFFICER	TWENTIETH DISTRICT	8/30/88	1241.00
HANLEY ANNA K	POLICE OFFICER	FIFTEENTH DISTRICT	9/29/88	191.00
HANLEY HAROLD J	POLICE OFFICER	FOURTEENTH DISTRICT	7/14/88	165.00
HANLEY HAROLD J	POLICE OFFICER	FOURTH DISTRICT	8/13/88	73.40

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 1/18/89  
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HANLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85	1174.50
HANSEN	POLICE OFFICER	TENTH DISTRICT	7/10/88	23.00
HARBUT	POLICE OFFICER	TWENTIETH DISTRICT	6/13/88	241.50
HARDWAY	POLICE OFFICER	SEVENTH DISTRICT	8/15/88	160.00
HARRIS	POLICE OFFICER	TWENTIETH DISTRICT	1/24/88	66.00
HART	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	37.00
HARTMAN	POLICE OFFICER	ELEVENTH DISTRICT	1/11/88	30.00
HASAN	POLICE OFFICER	THIRTEENTH DISTRICT	9/23/88	59.00
HATTENBERGER	POLICE OFFICER	TWELFTH DISTRICT	7/03/88	160.00
HAUGHEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/10/87	1381.75
HAWKINS JR	POLICE OFFICER	SEVENTEENTH DISTRICT	7/20/88	876.75
HAYES	POLICE OFFICER	FIRST DISTRICT	8/24/88	163.90
HAYNES	POLICE OFFICER	FOURTH DISTRICT	9/17/88	226.50
HEAGNEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/14/87	14.50
HEALY	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/88	363.00
HECK	POLICE OFFICER	TWENTIETH DISTRICT	8/10/88	141.00
HECK	POLICE OFFICER	RECRUIT TRAINING	7/18/88	116.00
HEENAN	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/88	150.00
HEIDT	POLICE OFFICER	EIGHTH DISTRICT	7/03/88	29.00
HEITMAN	POLICE OFFICER	SECOND DISTRICT	7/14/88	105.00
HEITMAN	POLICE OFFICER	NINTH DISTRICT	8/05/88	212.00
HENDERSON	POLICE OFFICER	NINTH DISTRICT	9/19/88	530.00
HENDERSON	POLICE OFFICER	FOURTH DISTRICT	8/24/88	125.10
HERNANDEZ	POLICE OFFICER	SEVENTH DISTRICT	2/06/83	40.00
HICE	POLICE OFFICER	TWELFTH DISTRICT	4/30/88	1580.00
HICKEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/87	125.00
HIDALGO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/12/88	127.00
HIGGS	POLICE OFFICER	RECRUIT TRAINING	9/29/88	105.00
HIGHTOWER	POLICE OFFICER	FOURTH DISTRICT	9/04/88	90.00
HILL	POLICE OFFICER	SIXTEENTH DISTRICT	12/12/87	354.00
HILL	POLICE OFFICER	SIXTEENTH DISTRICT	9/20/88	162.00
HINES	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/27/88	99.00
HLADZUK	POLICE OFFICER	ELEVENTH DISTRICT	8/10/88	127.00
HLADKY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/26/88	628.35
HLAVATY	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/13/88	1305.00
HOLCOMB	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/06/88	704.00
HOLLISTER	POLICE OFFICER	RECRUIT TRAINING	2/16/88	240.00
HOLMES	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/29/88	100.00
HOLUB	POLICE OFFICER	ELEVENTH DISTRICT	7/20/88	190.00
HORTON	POLICE OFFICER	SIXTH DISTRICT	9/08/88	310.00
HOUANEC	POLICE OFFICER	SEVENTEENTH DISTRICT	12/20/87	600.00
HOWARD	POLICE OFFICER	SEVENTEENTH DISTRICT	8/26/88	35.00
HRULICKA	POLICE OFFICER	FOURTEENTH DISTRICT	9/20/88	328.00
HURL	POLICE OFFICER	BOMB AND ARSON SECTION	8/09/88	346.25
HUNTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/15/88	277.19
	POLICE OFFICER	FIRST DISTRICT	3/23/88	36.50
	POLICE OFFICER	SEVENTEENTH DISTRICT	7/06/88	35.00
	POLICE OFFICER	NINTH DISTRICT	7/14/88	304.00
	POLICE OFFICER	RECRUIT TRAINING	12/31/87	355.00



CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KELLY	TIMOTHY J	POLICE OFFICER	6/04/87	95.00
KEMP JR	CHARLES	POLICE OFFICER	8/04/88	51.05
KENNEDY	LINDA	POLICE OFFICER	7/27/88	346.00
KENNEDY	TIMOTHY	POLICE OFFICER	8/28/88	85.80
KENT	WILLIAM L	POLICE OFFICER	7/06/86	1383.71
KEYES	KEVIN	POLICE OFFICER	8/01/88	381.85
KING	ALFRED J	POLICE OFFICER	8/03/88	112.50
KING	ALFRED J	POLICE OFFICER	9/20/88	322.00
KING	RICHARD F	POLICE OFFICER	6/30/88	237.60
KING	RICHARD F	POLICE OFFICER	9/22/88	134.00
KINMALLY	MICHAEL	POLICE OFFICER	12/16/86	1548.91
KIRBY	PATRICIA	POLICE OFFICER	7/15/88	180.00
KISCHNER	BRUCE H	POLICE OFFICER	7/27/88	50.00
KISCHNER	BRUCE H	POLICE OFFICER	8/18/88	100.00
KISSANE	MICHAEL F.	POLICE OFFICER	9/17/88	132.50
KISSANE	WILLIAM E	POLICE OFFICER	9/01/88	599.20
KNIGHTLY	JOHN	POLICE OFFICER	8/05/88	655.85
KOFRON	GERALDINE E	POLICE OFFICER	9/02/88	279.50
KOSTECKI	JOHN G	POLICE OFFICER	7/18/88	1247.75
KRISHNACK	JOHN A	POLICE OFFICER	8/10/84	293.00
KROFEL	KENNETH	POLICE OFFICER	9/25/88	35.00
KRUK	KENNETH M	POLICE OFFICER	7/27/88	52.00
KRUFA	FRANK	POLICE OFFICER	9/08/88	60.00
KUCHARSKI	JOHN	POLICE OFFICER	8/17/88	304.50
KUCZYNSKI	ROBERT M	POLICE OFFICER	7/01/88	151.20
KUMMER	ROY	POLICE OFFICER	7/17/88	947.00
KUZAS	ROBERT	POLICE OFFICER	9/07/88	233.50
KWAK	JOHN F	SERGEANT	1/25/83	25.00
KWAK	MARY JO	POLICE OFFICER	9/13/88	87.00
LABRESH	RONALD J	POLICE OFFICER	8/19/88	117.80
LADENIORK	LEROY W	POLICE OFFICER	4/20/88	74.00
LAMPRES	JAMES J	POLICE OFFICER	10/22/87	200.00
LANG	JOHN H	POLICE OFFICER	8/06/88	266.00
LANGUNE	ANTHONY	POLICE OFFICER	9/12/88	392.25
LAPPE	MICHAEL	POLICE OFFICER	4/23/88	107532.94
LARSON	JAMES	POLICE OFFICER	4/25/83	2175.61
LASENBY	EDDIE L	POLICE OFFICER	9/06/88	60.00
LAWRENCE-HAKOWSKI	KATHRYN M	POLICE OFFICER	8/14/88	1760.00
LAWSON	MARTY C	POLICE OFFICER	8/21/88	166.90
LAZZARO JR	MICHAEL J	POLICE OFFICER	9/11/88	264.19
LEAHY	DANIEL	POLICE OFFICER	7/02/88	123.00
LEE	IRVING	POLICE OFFICER	8/12/88	92.90
LEIBAS JR	F ILLIP	POLICE OFFICER	8/13/88	75.00
LEMIEUX	PAUL T	POLICE OFFICER	9/24/88	95.70
LEONORO	MICHAEL J	POLICE OFFICER	6/08/88	2201.00
LEONORO	MICHAEL J	POLICE OFFICER	9/01/88	420.80
LESNIEWSKI	FRANK E	POLICE OFFICER	7/11/88	398.50
LETRICH	CRAIG	POLICE OFFICER	7/06/88	650.00
LEUNG	SUN WING	POLICE OFFICER	4/06/88	225.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LEUNG	POLICE OFFICER	TWENTIETH DISTRICT	8/07/88	138.00
LEVENSBAUM	POLICE OFFICER	TWELFTH DISTRICT	7/25/88	268.00
LEWIS	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/03/89	169.25
LIGHTFOOT	POLICE OFFICER	TWENTIETH DISTRICT	9/19/88	226.65
LIONHOOD	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	5/18/88	191055.75
LIFMAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/11/87	11.00
LISS	POLICE OFFICER	TWELFTH DISTRICT	7/27/88	396.00
LITTLE	POLICE OFFICER	EIGHTEENTH DISTRICT	8/22/88	246.25
LONG	POLICE OFFICER	SEVENTEENTH DISTRICT	8/24/88	233.68
LONG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/25/88	448.00
LONG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/08/88	89.00
LOPEZ	POLICE OFFICER	THIRTEENTH DISTRICT	7/16/88	681.00
LOPEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/16/88	130.65
LOWE	POLICE OFFICER	THIRD DISTRICT	7/29/88	240.00
LOWERY	POLICE OFFICER	SIXTEENTH DISTRICT	7/02/88	1627.36
LUBE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/27/88	225.75
LUCAS	POLICE OFFICER	FIFTEENTH DISTRICT	7/26/88	408.00
LUCE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/28/87	537.00
LUMPKIN	POLICE OFFICER	SEVENTH DISTRICT	4/05/88	20.00
LUTHER	POLICE OFFICER	NINETEENTH DISTRICT	8/30/88	61.00
MACMILLAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/87	4253.00
MAINES	POLICE OFFICER	THIRTEENTH DISTRICT	8/08/88	138.00
MAJOR	POLICE OFFICER	THIRD DISTRICT	8/20/88	137.45
MAKOWSKI	POLICE OFFICER	TWELFTH DISTRICT	8/30/88	1061.00
MAKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/05/88	360.25
MALCOTTE	SERGEANT	THIRTEENTH DISTRICT	11/22/84	940.00
MALCZYK	POLICE OFFICER	FOURTEENTH DISTRICT	4/23/88	14.00
MALDONADO	POLICE OFFICER	TWELFTH DISTRICT	1/12/88	213.99
MALKOWSKI	POLICE OFFICER	FOURTH DISTRICT	4/14/89	16.00
MALONEY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/17/87	300.00
MALONEY	POLICE OFFICER	NINETEENTH DISTRICT	8/10/88	237.00
MANCARI	POLICE OFFICER	NINTH DISTRICT	9/02/88	35.00
MARAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/24/88	115.40
MARCHEWSKI	POLICE OFFICER	ELEVENTH DISTRICT	6/27/88	99.00
MARIANOVICH	POLICE OFFICER	FOURTH DISTRICT	9/24/88	307.35
MARINEZ	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	180.00
MARKHAM	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/11/86	4391.80
MARRON	POLICE OFFICER	UNKNOWN	6/18/79	412.25
MARTIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/02/88	300.00
MARTINEZ	POLICE OFFICER	SEVENTH DISTRICT	9/07/88	195.00
MARTINEZ	POLICE OFFICER	SEVENTH DISTRICT	9/11/88	827.00
MARTINEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/17/88	405.00
MARTINEZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/88	317.00
MARTINEZ	POLICE OFFICER	FIFTH DISTRICT	7/06/88	274.60
MASSEY	POLICE OFFICER	SIXTH DISTRICT	6/11/88	1265.50
MATHESON	POLICE OFFICER	TWENTIETH DISTRICT	7/27/88	165.58
MATHY	POLICE OFFICER	NINTH DISTRICT	3/19/88	100.00
MATKOWSKYJ	POLICE OFFICER	SEVENTEENTH DISTRICT	8/01/88	218.25
MATLOCK	POLICE OFFICER	SEVENTH DISTRICT	7/25/88	149.50

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MATTHEWS ERROL A	POLICE OFFICER	ELEVENTH DISTRICT	8/11/88	3715.65
MATTHEWS RONALD	POLICE OFFICER	NINETEENTH DISTRICT	8/10/88	605.00
MATTIOLI ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/29/88	1160.75
MATUSZAK HAROLD M	POLICE OFFICER	NINTH DISTRICT	8/23/88	116.00
MAXWELL RICHARD	POLICE OFFICER	SECOND DISTRICT	1/28/88	545.00
MAZUR SANDY L	POLICE OFFICER	NINETEENTH DISTRICT	8/08/88	343.00
MAZUR THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/16/88	1352.15
MCCADD FREDERICK	POLICE OFFICER	FIFTH DISTRICT	8/02/88	127.50
MCCAFFERTY PATRICK J	POLICE OFFICER	AUTO THEFT SECTION	8/22/88	2315.50
MCCAFFERTY ALBERT JR	POLICE OFFICER	FIFTEENTH DISTRICT	7/20/88	79.00
MCCANN THOMAS P	POLICE OFFICER	FIFTH DISTRICT	3/23/83	20.00
MCCANN THOMAS F	POLICE OFFICER	FIFTH DISTRICT	7/16/88	148.85
MCCANN THOMAS P	POLICE OFFICER	FIFTH DISTRICT	9/19/88	214.40
MCCLENDON FRANCIS	POLICE OFFICER	SIXTH DISTRICT	2/27/88	238.00
MCCLOSKEY MICHAEL	POLICE OFFICER	FIRST DISTRICT	5/27/88	48.00
MCCORHICK ALVIN	POLICE OFFICER	SIXTH DISTRICT	9/16/88	213.00
MCCURRY ANNA	POLICE OFFICER	RECRUIT TRAINING	9/16/88	186.90
MCDERMOTT IONNA	POLICE OFFICER	SIXTEENTH DISTRICT	8/01/88	223.50
MCDERMOTT SARAH A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/26/88	569.75
MCDONALD DANIEL J	POLICE OFFICER	SIXTH DISTRICT	8/09/88	874.00
MCDONALD JAMES A	POLICE OFFICER	SIXTEENTH DISTRICT	10/09/84	20.00
MCDONALD ROBERT M	POLICE OFFICER	FIFTEENTH DISTRICT	7/26/88	105.00
MCDONALD THOMAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/16/88	5241.85
MCGARRY WILLIAM E	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	3/13/88	100.00
MCGREAL THOMAS F	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/04/88	277.90
MCGUIRE RANNY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/19/88	177.00
MCHUGH DANIEL	POLICE OFFICER	SIXTEENTH DISTRICT	8/24/88	263.25
MCINERNEY RONALD P	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/20/88	63.75
MCKEE JAMES L	POLICE OFFICER	FIRST DISTRICT	7/30/84	20.00
MCKENNA DENNIS	POLICE OFFICER	SIXTEENTH DISTRICT	9/17/88	459.25
MCKENZIE ALBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	10/29/83	20.00
MCLAIN RONALD	POLICE OFFICER	THIRTEENTH DISTRICT	3/07/84	20.00
MCLAURIN CAROL	POLICE OFFICER	NINTH DISTRICT	1/06/86	30.00
MCNAMON KATHLEEN	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	190.00
MCMURRAY JOHN R	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/08/88	65.00
MCGUILLAN MARTIN E	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/07/83	50.00
MCSHARRY THOMAS H	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/09/84	40.00
MEADERS CHRISTOPHER	POLICE OFFICER	FIFTH DISTRICT	9/16/88	388.77
MEDICI SALVATORE L	POLICE OFFICER	TENTH DISTRICT	6/20/85	25.00
MEDICI SALVATORE L	POLICE OFFICER	TENTH DISTRICT	11/21/87	56.50
MEKLE ANDREW	POLICE OFFICER	ELEVENTH DISTRICT	8/21/84	60.00
MENDOZA CORINE	POLICE OFFICER	ELEVENTH DISTRICT	3/24/88	50.00
MERCADO ALAN R	POLICE OFFICER	TENTH DISTRICT	4/30/88	98.50
MERTIC VAL M	POLICE OFFICER	FIFTEENTH DISTRICT	7/27/88	2511.25
MEYER HELEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/19/88	245.00
MEZIERE ROBERT C	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	8/16/88	275.00
MICHALSKI RONALD T	POLICE OFFICER	FIFTEENTH DISTRICT	8/30/88	151.00
MILUS EDWARD	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/88	245.50
MILUS VIRGIL	POLICE OFFICER	BOMB AND ARSON SECTION	7/14/88	1420.10

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MILLER IRVING L	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/19/88	397.15
MILLER WALTER E	POLICE OFFICER	FOURTEENTH DISTRICT	7/30/88	46.00
MILLIGAN DAVID L	POLICE OFFICER	FOURTEENTH DISTRICT	8/06/88	203.25
MILLS WARREN	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/24/88	14.00
MINNIEFIELD DARRYL	POLICE OFFICER	ELEVENTH DISTRICT	1/21/88	25.00
MITCHELL RONALD J	POLICE OFFICER	TWENTIETH DISTRICT	6/15/88	40.00
MITCHELL JOHN T	SERGEANT	FIFTH DISTRICT	1/25/84	65.00
MITTIERO JAMES H	POLICE OFFICER	FIFTH DISTRICT	6/28/88	206.50
MITROS GREGORY	POLICE OFFICER	SEVENTH DISTRICT	8/01/88	581.00
MITZNER ROBERT P	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/88	35.00
MIZERA ROBERT	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/05/88	159.50
MLADIC ROBERT M	POLICE OFFICER	TWELFTH DISTRICT	7/03/88	174.00
MONESTERO PHILLIP J	POLICE OFFICER	TWELFTH DISTRICT	1/30/86	375.00
MONTILLA FERNANDO E	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	12/09/87	30.00
MOORE CLAYMON	POLICE OFFICER	TENTH DISTRICT	8/11/88	498.30
MOORE EDWARD	POLICE OFFICER	FIFTH DISTRICT	7/27/88	144.30
MOORE JAMES F	POLICE OFFICER	FIFTEENTH DISTRICT	9/19/88	875.00
MOORE M.L.	POLICE OFFICER	FIFTEENTH DISTRICT	7/13/88	275.00
MOORE-POWELL CENTERIA	POLICE OFFICER	FIFTH DISTRICT	9/21/88	110.50
MOORE-ROBERTS JEAN	POLICE OFFICER	SECOND DISTRICT	3/13/85	20.00
MORAVEC JOHN A	POLICE OFFICER	TENTH DISTRICT	9/19/88	265.50
MORGAN CONSUELO M	POLICE OFFICER	RECRUIT TRAINING	10/20/86	3324.68
MORGAN CONSUELO M	POLICE OFFICER	ELEVENTH DISTRICT	6/28/88	189.00
MORGAN CLIFFORD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/27/84	20.00
MORTIMORE RANDALL	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/88	127.20
MOSQUEDA ANGELO	POLICE OFFICER	TWENTIETH DISTRICT	7/14/88	210.00
MOSS HARLON K	POLICE OFFICER	SEVENTH DISTRICT	8/20/88	75.00
MOSS WILLIAM P	POLICE OFFICER	SIXTH DISTRICT	7/30/88	5695.10
MOTA CARLOS	POLICE OFFICER	RECRUIT TRAINING	7/08/88	169.00
MOYLAN JAMES J	POLICE OFFICER	NINTH DISTRICT	5/25/88	433.00
MUEHLFELDER WILLIAM B	POLICE OFFICER	TWENTIETH DISTRICT	9/04/88	50.00
MULLANE PATRICK F	POLICE OFFICER	NINETEENTH DISTRICT	8/06/88	213.00
MULLIGAN NANCY J	POLICE OFFICER	SEVENTH DISTRICT	7/14/88	639.50
MUNIN ARTHUR	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/28/88	25.00
MURPHY KARYN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/01/88	711.00
MURRAY PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	789.75
MUSCOLINO GERALD	POLICE OFFICER	NINTH DISTRICT	4/20/88	41.00
NARDONE LEONARD A	POLICE OFFICER	NINETEENTH DISTRICT	7/28/88	120.00
NASH JOHN F	POLICE OFFICER	EIGHTH DISTRICT	11/08/88	431.00
NASH SANDY L	POLICE OFFICER	RECRUIT TRAINING	11/23/87	89.00
NASH THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/14/88	147.80
NAVARRO KEVIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/03/88	1172.52
NEALIS TERENCE	POLICE OFFICER	EIGHTEENTH DISTRICT	8/16/88	70.60
NELLI PATRICIA	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/88	168.50
NELSON DERRICK	POLICE OFFICER	YOUTH DIVISION AREA SIX	7/14/88	80.00
NELSON JULIUS D	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/23/88	56.80
NICOLETTI MICHAEL	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	9/10/83	20.00
NIECKULA CYNTHIA L	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/26/88	60.00
NIELSEN JAMES	POLICE OFFICER	SEVENTEENTH DISTRICT	8/31/88	154.00

1/18/89

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NIELSEN	JAMES W	SECOND DISTRICT	2/02/83	30.00
NIELSEN	PAUL W	YOUTH DIVISION ADMINISTRATION	4/27/84	60.00
NIEVES	CYNTHIA C	TENTH DISTRICT	8/07/88	1434.00
NIGHTINGALE	HUGH	TWENTY-FIFTH DISTRICT	9/05/82	45.00
NORTHFELL	ROLF L	TWENTY-FOURTH DISTRICT	9/05/88	45.00
NOVACICH	KENNETH G	THIRD DISTRICT	7/24/88	2415.39
NOVAK	DENNIS	SECOND DISTRICT	7/19/88	344.00
NOWACZYK	MICHAEL A	NINTH DISTRICT	8/05/88	217.00
NOWELLS	ST PHAN	PUBLIC HOUSING DIVISION-SOUTH	12/08/83	40.00
NUNEZ	CITHLA	TWENTY-FIFTH DISTRICT	1/31/88	1250.00
NYKIEL	M'CHAEI	TENTH DISTRICT	6/16/88	855.00
DANES	KEVIN	TWENTY-SECOND DISTRICT	9/17/88	476.04
OBARTUCH	ERWIN N	SEVENTEENTH DISTRICT	5/09/88	5304.29
OBERWATER	RICHARD J	DETECTIVE DIV AREA 5 PROPERTY	3/18/84	20.00
OBERTS	JAMES M	EIGHTH DISTRICT	8/10/88	465.03
OBRIEN	EDWARD J	POLICE OFFICER	7/03/83	60.00
OBRIEN	JAMES W	SEVENTH DISTRICT	9/20/88	87.10
OBRIEN	ROGER J	EIGHTEENTH DISTRICT	9/14/88	753.70
OCALLAGHAN	DAVID J	DETACHED SERVICES-MISCELLANEOU	9/12/88	310.80
OCALLAGHAN	JOHN	SIXTH DISTRICT	9/26/88	5139.05
OCANFO	ROBERT M	ELEVENTH DISTRICT	7/29/88	325.00
OCONNELL	JOHN J	GANG CRIMES ENFORCEMENT DIVISI	4/19/88	47.23
OCONNOR	JOHN J	TENTH DISTRICT	3/18/88	140.00
OCONNOR	JOHN J	TENTH DISTRICT	7/06/88	262.00
ODONNELL	GERALD	PUBLIC TRANSPORTATION M.T.S.	8/08/88	199.00
ODONNELL	JEAN E	SEVENTH DISTRICT	8/11/88	199.50
ODONNELL	MICHAEL J	SEVENTEENTH DISTRICT	9/22/88	46.30
OKON	CAROLYN M	TWELFTH DISTRICT	8/07/88	55.00
OKON	CAROLYN M	TWELFTH DISTRICT	9/03/88	55.00
OLIVERAS	KUBEN	ELEVENTH DISTRICT	12/14/87	650.00
OLIVERAS	RUBEN	ELEVENTH DISTRICT	7/06/88	266.00
OLIVERAS	RUBEN	ELEVENTH DISTRICT	2/09/88	167.00
OLLE	RICHARD	TWENTIETH DISTRICT	1/05/84	20.00
OLSEN-KOZA	ELIZABETH	DETECTIVE DIV AREA 5 PROPERTY	7/04/88	172.50
OLSON	ROBERT G	TWENTY-FOURTH DISTRICT	9/02/88	787.70
OMALLEY	JUDITH J	TWENTY-THIRD DISTRICT	6/24/88	12.00
OMARA	JOHN N	DETECTIVE DIV AREA 3 VIOLENT C	7/13/88	5860.80
OMURO	DAVID	RECRUIT TRAINING	7/24/87	55.00
ONEAL	ARTHELMIUS K	THIRD DISTRICT	9/17/88	270.15
ONEILL	RONALD	SEVENTEENTH DISTRICT	9/18/88	90.00
ONTIVEROS	FEDRO	NINTH DISTRICT	8/23/88	369.00
ORUZO	CHRIS	TWENTY-THIRD DISTRICT	8/03/88	1683.90
ORR	JAMES J	NINTH DISTRICT	9/20/88	144.00
ORSZULAK	ROGUMILA	TWENTY-FIRST DISTRICT	7/25/88	415.00
ORTIZ	BRADUL	GANG CRIMES ENFORCEMENT DIVISI	5/18/88	2485.50
ORTIZ	HECTOR	FIFTEENTH DISTRICT	7/29/88	69.00
ORTON	JOHN	ELEVENTH DISTRICT	8/16/88	1336.00
OTERO	LUIS A	ELEVENTH DISTRICT	7/10/88	90.00
OVERSTREET	MICHAEL E	SEVENTH DISTRICT	8/29/88	534.50



CITY OF CHICAGO

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DMCARZ	POLICE OFFICER	ELEVENTH DISTRICT	8/14/88	56.90
OWENS	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/23/87	67.00
DZNDOFF	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/11/88	388.50
UZOG	POLICE OFFICER	SIXTEENTH DISTRICT	8/21/88	148.95
PACK	POLICE OFFICER	NINTH DISTRICT	5/09/87	25.00
FACK	POLICE OFFICER	NINTH DISTRICT	8/25/88	454.00
FAGEN	POLICE OFFICER	FIRST DISTRICT	5/08/88	15.00
FALMER	POLICE OFFICER	ENFORCEMENT SECTION	4/19/83	210.00
FALMER	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	7/03/88	114.00
FALMER	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	8/12/88	9948.38
FALUCH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/10/88	191.50
FALUCH	POLICE OFFICER	SIXTH DISTRICT	8/20/88	106.95
FAMON	POLICE OFFICER	EIGHTH DISTRICT	8/03/88	450.60
FANAGAS	POLICE OFFICER	FOURTH DISTRICT	3/29/84	4611.70
FAULELLO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/88	836.00
FAPASTRAKOS	POLICE OFFICER	SEVENTEENTH DISTRICT	7/11/88	126.58
FAPPALITO	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	1/29/88	257.00
FARUAN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	5/30/88	37.00
FARICH	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/28/83	20.00
FARKER	POLICE OFFICER	SIXTH DISTRICT	4/09/88	271.00
FARKER	POLICE OFFICER	SECOND DISTRICT	1/20/88	215.25
FARRA	POLICE OFFICER	TENTH DISTRICT	9/29/88	50.00
FARTIPLD	POLICE OFFICER	FIFTEENTH DISTRICT	8/19/88	103.00
FASNEY	POLICE OFFICER	TENTH DISTRICT	9/15/88	203.00
FASQUINELLI	POLICE OFFICER	SEVENTEENTH DISTRICT	9/01/88	257.50
FATER	POLICE OFFICER	FOURTH DISTRICT	9/27/88	128.25
FATTEN	POLICE OFFICER	THIRTEENTH DISTRICT	8/08/88	37.00
FATTON	POLICE OFFICER	ELEVENTH DISTRICT	6/04/84	20.00
FAULUS	POLICE OFFICER	TWELFTH DISTRICT	8/10/88	240.00
FAULIK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/12/88	546.00
FAWELSKI	POLICE OFFICER	FIFTEENTH DISTRICT	9/12/88	144.50
FEARSON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/01/88	528.25
FERDNE	POLICE OFFICER	TENTH DISTRICT	3/18/84	40.00
FENTIMONE	POLICE OFFICER	FOURTEENTH DISTRICT	9/17/88	822.00
PEREZ	POLICE OFFICER	ELEVENTH DISTRICT	7/10/88	112.00
PEREZ	POLICE OFFICER	RECRUIT TRAINING	7/05/88	279.00
FERRY	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	3/25/81	20.00
FERRUSCH-GROELLER	POLICE OFFICER	FOURTH DIVISION AREA THREE	4/21/85	150.00
FETERSEN	POLICE OFFICER	FOURTEENTH DISTRICT	9/20/88	440.00
FETERSON	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/10/83	30.00
FFALLER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/03/84	60.00
FFALLER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/02/88	112.81
PHILLIPS	POLICE OFFICER	SIXTH DISTRICT	8/02/87	161.00
PHILLIPS	POLICE OFFICER	FIFTH DISTRICT	7/04/88	85.80
PHILLIPS	POLICE OFFICER	FOURTH DISTRICT	6/06/88	245.00
PIENTA	POLICE OFFICER	NINTH DISTRICT	7/09/88	146.85
PIKOR	POLICE OFFICER	FOURTEENTH DISTRICT	7/05/88	122.00
PILLOWS-DURALL	POLICE OFFICER	SEVENTH DISTRICT	8/17/88	242.00
PUPER	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/02/88	206.50

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
FISTERZI	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	9/19/88	279.20
FITACORA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/14/88	226.75
FLOVANICH	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	12/03/87	60.00
FLOVANICH	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	8/18/88	416.90
FONDUJEZNY	POLICE OFFICER	SEVENTEENTH DISTRICT	9/05/88	1237.50
FOSLOVICH	POLICE OFFICER	THIRD DISTRICT	11/03/87	178.00
FOWELL	POLICE OFFICER	RECRUIT TRAINING	1/23/81	260.00
FOWERS	POLICE OFFICER	ELEVENTH DISTRICT	6/29/84	40.00
FOWERS	POLICE OFFICER	NINTH DISTRICT	3/13/85	40.00
FRASKI	POLICE OFFICER	FIFTH DISTRICT	9/05/84	20.00
FRAMIEC	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/17/84	40.00
FRESKI	POLICE OFFICER	NINTH DISTRICT	4/04/84	40.00
FRESKI	POLICE OFFICER	NINTH DISTRICT	9/18/88	424.00
FRICE	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/28/88	237.50
FRICE	POLICE OFFICER	NINTH DISTRICT	7/30/88	195.00
FRICE	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/27/88	310.00
FRZYBYLSKI	POLICE OFFICER	NINTH DISTRICT	7/17/88	1823.20
FURTELL	POLICE OFFICER	NINTH DISTRICT	8/04/88	9928.22
FUSATERI	POLICE OFFICER	FIFTEENTH DISTRICT	6/04/84	20.00
FUTKOW	POLICE OFFICER	TWELFTH DISTRICT	8/14/88	1144.00
QUENZEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/04/88	295.75
QUENZEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/03/88	165.00
QUINN	POLICE OFFICER	THIRTEENTH DISTRICT	8/06/71	40.00
RADIGAN	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/11/88	45.00
RAJKE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/15/83	140.00
RATTANO	POLICE OFFICER	FOURTEENTH DISTRICT	12/09/83	20.00
RAK	POLICE OFFICER	ELEVENTH DISTRICT	10/08/84	40.00
RANKREZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/25/83	20.00
RANON	POLICE OFFICER	SEVENTEENTH DISTRICT	8/04/88	84.25
RANFTL	POLICE OFFICER	SEVENTH DISTRICT	4/27/84	20.00
RAFA	POLICE OFFICER	TWENTIEH DISTRICT	7/04/88	235.25
RAY	POLICE OFFICER	FOURTH DISTRICT	2/01/87	73.00
RAYE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/02/88	145.05
REDMOND	POLICE OFFICER	EIGHTEENTH DISTRICT	9/27/88	392.00
REDMOND	POLICE OFFICER	THIRD DISTRICT	10/31/87	200.00
REEDY	POLICE OFFICER	SEVENTH DISTRICT	8/15/88	170.00
REGALADO	POLICE OFFICER	FIFTEENTH DISTRICT	8/10/88	149.00
REGAN	POLICE OFFICER	SEVENTH DISTRICT	4/01/88	6815.45
RESTIVO	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/87	1770.00
REYNOLDS	POLICE OFFICER	SIXTEENTH DISTRICT	4/08/88	152.00
RIDER	POLICE OFFICER	SECOND DISTRICT	6/01/83	40.00
RIGENBACH	POLICE OFFICER	SEVENTH DISTRICT	1/23/88	60.50
RIGENBACH	POLICE OFFICER	SEVENTH DISTRICT	9/30/88	3717.00
RILEY	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR.	11/07/87	87.00
RINKUS	POLICE OFFICER	FIRST DISTRICT	7/28/88	118.50
RINE	POLICE OFFICER	TWELFTH DISTRICT	2/29/88	45.00
RIRDON	POLICE OFFICER	CHARGE SECURITY	8/05/88	357.05
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	7/26/88	504.00
RIVERA	POLICE OFFICER	ELEVENTH DISTRICT	5/28/83	20.00

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL	
*****	*****	*****	*****	*****	
RIVERA	JOHN E	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/88	170.25
RIVERO	RICARDO	POLICE OFFICER	SEVENTH DISTRICT	9/30/88	134.00
ROBERTS-DILLON	JANICE M	POLICE OFFICER	SIXTEENTH DISTRICT	8/08/88	25.00
ROBERTS	EDWARD G	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/22/88	303.50
ROBLES	RONALD L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/19/88	807.00
ROBY	GEORGE	POLICE OFFICER	THIRD DISTRICT	8/08/84	20.00
ROCHON	DAISY E	POLICE OFFICER	FIFTEENTH DISTRICT	7/30/88	290.00
RODRIGUEZ	JOHN J	POLICE OFFICER	FOURTEENTH DISTRICT	9/17/88	1382.00
RODRIGUEZ	ANGELO	POLICE OFFICER	TWENTIETH DISTRICT	7/04/88	90.50
RODRIGUEZ	ANGELO	POLICE OFFICER	TWENTIETH DISTRICT	8/06/88	213.00
RODRIGUEZ	FRANK A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/23/88	259.25
RODRIGUEZ	MORBERTO	POLICE OFFICER	RECRUIT TRAINING	7/03/88	451.00
RODRIGUEZ	PEDRO	POLICE OFFICER	TENTH DISTRICT	7/23/88	269.00
ROGERS	WILLIAM A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/28/88	602.00
ROKOSIK	ERNEST W	POLICE OFFICER	BOMB AND ARSON SECTION	7/05/88	64.00
ROLAND	MELVIN	POLICE OFFICER	SECOND DISTRICT	8/23/88	53.00
ROMAN	DAVID B	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	10/19/86	30.00
ROMANO	RONALD J	POLICE OFFICER	SIXTEENTH DISTRICT	8/14/88	142.00
ROMERO	ROCCO C	POLICE OFFICER	TENTH DISTRICT	7/02/88	67.00
ROSENBAUSCH	THOMAS	POLICE OFFICER	RECRUIT TRAINING	5/16/88	14.00
ROSS JR	PRESTON	POLICE OFFICER	FIFTH DISTRICT	8/20/88	141.00
ROSSI	NICK JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/16/88	144.00
ROTVICH	SCOTT M	POLICE OFFICER	SEVENTH DISTRICT	8/16/88	592.50
ROULETTE	MARSHALL B	POLICE OFFICER	ELEVENTH DISTRICT	7/15/88	172.00
ROUNDS	DEBRA	POLICE OFFICER	SIXTH DISTRICT	11/19/83	80.00
ROURKE	CORNELIUS	POLICE OFFICER	SIXTH DISTRICT	10/23/87	170.00
ROUSE	GENO	POLICE OFFICER	SIXTH DISTRICT	9/20/88	115.00
ROWTON	JOHN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/21/88	230.70
ROY	EUGENE	POLICE OFFICER	ELEVENTH DISTRICT	7/01/88	60.00
ROZOVICS	PAUL	POLICE OFFICER	TWELFTH DISTRICT	7/10/88	521.27
RUCINSKI	TED	POLICE OFFICER	TRAFFIC COURT SECTION	5/01/81	60.00
RUFFINO	GAM L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/23/88	291.25
RUHKE	GEORGE A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/26/88	2102.40
RUIZ	IRENE	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/19/88	73.00
RUIZ	IRMA	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	1500.00
RUIZ	ORACIO	POLICE OFFICER	TWELFTH DISTRICT	5/29/84	60.00
RUID	PAUL E	POLICE OFFICER	SIXTEENTH DISTRICT	2/22/88	20.50
RYAN	JOHN F	POLICE OFFICER	EIGHTEENTH DISTRICT	8/30/88	76.10
RYAN	KEVIN G	POLICE OFFICER	TENTH DISTRICT	12/14/87	30.00
RYAN	KEVIN G	POLICE OFFICER	TENTH DISTRICT	1/25/88	40.00
RZODKIEWICZ	TOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/12/88	1165.60
SACCENTE	FILLIP J	POLICE OFFICER	FIFTEENTH DISTRICT	8/23/88	657.84
SAILER	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/19/88	109.55
SALAT	ARTHUR J	POLICE OFFICER	SIXTEENTH DISTRICT	5/08/84	40.00
SALMASSI	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/16/88	254.00
SARUELS	ROBERT	POLICE OFFICER	RECRUIT TRAINING	6/13/88	225.00
SANCHEZ	JAMES	POLICE OFFICER	TWELFTH DISTRICT	7/13/88	538.00
SANCHEZ	NOEL	POLICE OFFICER	FIFTH DISTRICT	8/25/88	208.00
SANCHEZ	NOEL	POLICE OFFICER	FIFTH DISTRICT	9/08/88	457.50

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SANDOVAL	POLICE OFFICER	FOURTH DISTRICT	8/01/88	657.75
SARAFIN	POLICE OFFICER	SIXTEENTH DISTRICT	4/11/88	150.00
SARGUS	POLICE OFFICER	NINETEENTH DISTRICT	7/31/84	20.00
SCANLAN	POLICE OFFICER	NINETEENTH DISTRICT	7/23/88	90.25
SCANLAN	POLICE OFFICER	NINETEENTH DISTRICT	8/30/88	61.00
SCHALLER	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/13/84	40.00
SCHAUF	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/12/88	273.00
SCHNOOR	JOHN L.	TWENTY-THIRD DISTRICT	9/07/88	317.00
SCHRECK	WALDEMAR J	TWENTY-THIRD DISTRICT	4/11/88	14534.22
SCHULD	JOHN	PUBLIC TRANSPORTATION M.T.S.	6/02/84	40.00
SCHULTZ	ALFRED S	TWENTY-SECOND DISTRICT	9/24/88	49.00
SCHULTZ	RONALD E	FIFTEENTH DISTRICT	3/16/84	40.00
SCHULZ	JOHN	FIFTEENTH DISTRICT	8/15/88	241.00
SCOTT	FREDERICK F	TWENTY-SECOND DISTRICT	10/20/85	30.00
SEGOVIA	RODOLFFO	SEVENTEENTH DISTRICT	8/05/88	917.35
SELNE	JEROME C	TWENTY-SECOND DISTRICT	6/07/88	180.00
SERB	JOSEPH	TWENTY-FOURTH DISTRICT	8/30/88	52.00
SERPE	CHARLES	EIGHTEENTH DISTRICT	8/04/88	169.25
SHANNON	RICHARD H	FIFTEENTH DISTRICT	8/14/88	300.99
SHEERAH	LYNETTE M	TWENTY-FIRST DISTRICT	8/06/88	105.00
SHENBERGER	SUSAN L	TENTH DISTRICT	9/19/88	126.00
SHOPIN	EDWARD J	TENTH DISTRICT	4/19/88	175.00
SIECZKOWSKI	JOHN A	TWELFTH DISTRICT	2/10/88	85.00
SIERZEGA	RONALD	ELEVENTH DISTRICT	8/23/88	192.00
SIERZEGA	ROBERT	PUBLIC TRANSPORTATION M.T.S.	7/09/88	242.25
SIGNORETTI	ROBERT J	PUBLIC TRANSPORTATION M.T.S.	8/05/88	1119.00
SINKER	ROBERT J	GANG CRIMES ENFORCEMENT DIVISI	8/11/88	110.25
SIMMONS	ARNOLD L	NINTH DISTRICT	4/14/88	45.00
SIMMONS	FREDDIE	SIXTH DISTRICT	9/21/88	97.45
SIMMONS	JAMES F	FIFTH DISTRICT	7/26/82	12.00
SIMMONS	THELMA J	SIXTH DISTRICT	10/09/83	100.00
SIMPSON	EUGENE M	DETECTIVE DIV AKEA 4 VIOLENT C	12/17/86	236.00
SIMPSON	MICHAEL W	SIXTEENTH DISTRICT	7/09/88	60.00
SISLER	CHARLES	GANG CRIMES ENFORCEMENT DIVISI	7/04/88	265.00
SIUDUT	WALTER R	TWENTY-FIFTH DISTRICT	8/18/87	130.83
SIVICEK	DAVID A	NINTH DISTRICT	7/14/84	115.00
SNOCH	FRANK	SEVENTH DISTRICT	5/31/88	191.00
SKRZYPEK	ROBERT A	NINTH DISTRICT	9/04/88	302.00
SKULARIK	LADESTA	TWENTIETH DISTRICT	2/12/88	168.00
SKYLAS	LOUIS J	THIRD DISTRICT	8/02/88	860.00
SLANKARD	MARK E	FOURTH DISTRICT	7/21/88	147.95
SLANKARD	MARK E	ELEVENTH DISTRICT	6/26/88	32.00
SLEDGE	AUGUSTUS	ELEVENTH DISTRICT	7/16/88	711.50
SLOWIK	DONALD	TENTH DISTRICT	4/12/88	2357.00
SMITH	DONALD R	TWENTIETH DISTRICT	5/01/83	40.00
SMITH	RILL	SEVENTH DISTRICT	4/12/88	1907.00
SMITH	CHARLES M	THIRTEENTH DISTRICT	9/22/88	117.00
SMITH	DONALD H	TRAFFIC SAFETY AND TRAINING UN	7/03/85	65.00
SMITH		ELEVENTH DISTRICT	7/26/88	279.50

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SMITH JAMES JR	POLICE OFFICER	TWELFTH DISTRICT	9/18/88	343.00
SMITH JOSEPH E	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	7/30/88	579.00
SORCZAK DONALD	POLICE OFFICER	TENTH DISTRICT	8/04/88	9711.80
SODERGREN STEPHEN	POLICE OFFICER	THIRTEENTH DISTRICT	8/08/88	37.00
SOIL VAN T	POLICE OFFICER	YOUTH DIVISION AREA THREE	6/22/87	170.00
SUTO ROBERT A	POLICE OFFICER	SECOND DISTRICT	9/15/88	280.00
SFAARGAREN DONNA R	POLICE OFFICER	ELEVENTH DISTRICT	9/24/88	189.00
SFECHT SANDRA	POLICE OFFICER	FIFTEENTH DISTRICT	8/29/88	206.00
SFIEGEL ROBERT J	POLICE OFFICER	EIGHTH DISTRICT	4/23/83	20.00
SFRAGGINS CLARENCE	POLICE OFFICER	SECOND DISTRICT	1/14/83	5516.85
SQUILLACI DOMINIC M	POLICE OFFICER	FIRST DISTRICT	8/20/88	225.00
STACK JOSEPH J	POLICE OFFICER	NINTH DISTRICT	5/19/82	170.00
STAFEN KRISTINA	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/24/88	338.75
STANEK MARY ANN	POLICE OFFICER	FIFTH DISTRICT	6/16/87	3077.50
STANNISH MICHAEL	POLICE OFFICER	FOURTH DISTRICT	6/17/84	20.00
STANSKI EDWARD	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	7/06/88	9371.52
STATION HAROLD T	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/15/88	2498.50
STEVENSON GREGORY L	POLICE OFFICER	INTERSECTION CONTROL UNIT	8/29/88	49.00
STIEBEN RONALD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/15/88	421.00
STMARIE VALARIE L	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/31/88	63.75
STOCKER LEONARD	POLICE OFFICER	EIGHTH DISTRICT	8/28/88	74.00
STONE DEAN A	POLICE OFFICER	ELEVENTH DISTRICT	8/13/88	268.90
STORTO LEONARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/12/88	726.80
STRESNE MARVIN B	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/26/82	20.00
STRZEFEK STEVE	POLICE OFFICER	TWENTIETH DISTRICT	4/06/88	13.00
STUBE PATRICIA A	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	7/05/88	199.15
SUTILE ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	7/18/88	86.00
SWAINE FLORA E	POLICE OFFICER	RECRUIT TRAINING	8/29/88	86.00
SWAINE DANIEL	POLICE OFFICER	TWENTIETH DISTRICT	12/08/83	20.00
SWAINE DANIEL	POLICE OFFICER	TWENTIETH DISTRICT	11/11/84	20.00
SWINKLE GERALD	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	5/08/86	75.00
SZULKOWSKI WAYNE T	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/05/88	305.25
SZULKOWSKI WAYNE T	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/27/88	238.50
SZULKOWSKI WAYNE T	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/23/88	240.50
SZURA WILLIAM	POLICE OFFICER	TENTH DISTRICT	6/28/88	71.00
SZYMONIK MICHAEL	POLICE OFFICER	THIRD DISTRICT	3/26/80	21691.20
TANTARO JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/06/88	378.00
TARARA JAMES	POLICE OFFICER	SEVENTEENTH DISTRICT	6/23/88	3600.00
TAYLOR ROBERT E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/04/88	158.05
THOMAS THOMAS	POLICE OFFICER	FOURTH DISTRICT	7/03/84	125.00
THOMAS E THOMAS E	POLICE OFFICER	SIXTEENTH DISTRICT	8/15/88	70.25
TEDDER PEGGY	POLICE OFFICER	DETECTIVE DIVISION ADMINISTRAL	8/04/88	50.70
TERRY ROGER D	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/24/88	92.74
TESKA ALBERT B	POLICE OFFICER	TRAFFIC RECORDS SECTION	6/16/83	20.00
THACKER MARK	POLICE OFFICER	RECRUIT TRAINING	1/24/83	40.00
THAXTON HEBRA A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/05/88	160.00
THOMAS CURTIS	POLICE OFFICER	SECOND DISTRICT	9/24/88	85.00
THORNTON LEO	POLICE OFFICER	FOURTH DISTRICT	1/24/83	20.00
THOMPSON RONALD	POLICE OFFICER	TRAINING DIVISION	1/21/83	20.00

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TILFORD	FRED J III	POLICE OFFICER	7/09/88	600.00
TINNER	WALTER W	POLICE OFFICER	7/11/88	198.00
TODD	STEPHEN	POLICE OFFICER	5/03/86	800.00
TOMASIK	EDWARD C	POLICE OFFICER	8/23/85	30.00
TOULIS	THOMAS J	POLICE OFFICER	9/19/84	20.00
TURAN	ARTHUR L	POLICE OFFICER	8/22/88	349.60
TORRES	THOMAS E	POLICE OFFICER	7/13/88	83.05
TOUSSAS	CHARLES	POLICE OFFICER	8/02/88	1693.58
TOUSSAS	CHARLES J	POLICE OFFICER	9/12/84	140.00
TRACEY	MICHAEL	POLICE OFFICER	6/04/88	315.00
TRAPP	WAYNE C	POLICE OFFICER	12/10/87	1063.00
TREMAINE	TIMOTHY	POLICE OFFICER	3/22/88	1848.00
TREVINO	JOSEPH A	POLICE OFFICER	8/01/88	162.00
TROBSTAD	CURTIS D	POLICE OFFICER	9/01/88	115.50
TRONZO	ANTHONY R	POLICE OFFICER	2/29/84	20.00
TUCK	WILLIAM	POLICE OFFICER	9/22/88	123.05
TUCKER	JAMES A	POLICE OFFICER	1/22/87	2240.50
TUDRON	JAMES	POLICE OFFICER	9/11/85	28.75
TULLY	MARTIN	POLICE OFFICER	8/26/88	234.25
TUNSTALL	TRACY	POLICE OFFICER	7/28/88	163.50
TUTTLE	JOHN	POLICE OFFICER	11/08/84	20.00
TYLER	STEVE C	POLICE OFFICER	7/06/88	231.50
ULDRYCH	RUDY	POLICE OFFICER	1/24/84	70.00
UNDERWOOD	CLIFTON	POLICE OFFICER	9/23/88	116.25
VALENCIA	ROBERT	POLICE OFFICER	7/21/88	110.00
VALENCIA	ROBERT	POLICE OFFICER	9/23/88	55.00
VALLES	JESSE S	POLICE OFFICER	8/27/88	95.50
VANHOVE	THOMAS	POLICE OFFICER	11/06/83	20.00
VANHOVE	THOMAS	POLICE OFFICER	9/06/88	455.45
VANN	EUGENE	POLICE OFFICER	2/28/88	222.50
VASTINE	GREGORY	POLICE OFFICER	9/22/88	350.15
VEGAS	JOSEPH	SERGEANT	12/06/83	130.00
VEY	CHARLES	POLICE OFFICER	8/03/83	20.00
VERNAGALLO	LOUIS	POLICE OFFICER	7/14/84	40.00
VERRE	COSTANTINO	POLICE OFFICER	7/06/88	1225.50
VIRGIO	STEVE	POLICE OFFICER	8/13/88	116.50
VIRGIBO	ROGER T	POLICE OFFICER	7/30/88	81.50
VITEL	STEVEN F	POLICE OFFICER	8/26/88	313.45
VLADKOVICH	FRED A	POLICE OFFICER	8/26/88	331.75
WALCZAK	THEODORE J	POLICE OFFICER	4/04/88	710.00
WALKER	GARY J	POLICE OFFICER	9/17/88	5875.25
WALSH	DENNIS	POLICE OFFICER	9/04/88	291.00
WALSH	THOMAS P	POLICE OFFICER	6/15/88	295.00
WALSH	ISOM L	POLICE OFFICER	9/07/88	538.05
WASHINGTON	JAMES H	POLICE OFFICER	12/14/87	460.50
WASHINGTON	JOHN E	POLICE OFFICER	8/02/88	135.00
WATERLOO	EUGENE	POLICE OFFICER	7/01/88	107.00
WATKINS	EUGENE	POLICE OFFICER	8/28/88	399.95
WATKINS	MARIE	POLICE OFFICER	5/18/88	91.00

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WATSON	POLICE OFFICER	MARINE UNIT	3/15/88	177.90
WATSON	POLICE OFFICER	DHARE LAW ENFORCEMENT	8/02/83	40.00
WATSON	POLICE OFFICER	NINETEENTH DISTRICT	8/07/88	66.65
WEBSTER-POOL	POLICE OFFICER	SEVENTH DISTRICT	8/26/88	591.50
WEENS	POLICE OFFICER	CENTRAL DETENTION SECTION	6/13/88	30.00
WEGRER	POLICE OFFICER	TWELFTH DISTRICT	8/30/88	178.00
WEILAND	POLICE OFFICER	TENTH DISTRICT	9/22/88	75.00
WELSH	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	8/09/88	127.00
WEST	POLICE OFFICER	MARINE UNIT	7/08/88	647.75
WESTLOVE	POLICE OFFICER	FIFTEENTH DISTRICT	8/19/88	376.00
WESTON	POLICE OFFICER	VICE CONTROL SECTION	7/11/88	1372.50
WHEAT	POLICE OFFICER	EIGHTEENTH DISTRICT	7/15/88	181.60
WHITE	POLICE OFFICER	THIRD DISTRICT	3/25/81	20.00
WHITE	POLICE OFFICER	SIXTH DISTRICT	9/08/88	2519.55
WHITE	POLICE OFFICER	RECRUIT TRAINING	7/23/88	77.00
WIESINGER	POLICE OFFICER	EIGHTH DISTRICT	4/29/88	590.00
WIKORER	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/88	214.00
WIKSTEN	POLICE OFFICER	FOURTEENTH DISTRICT	7/22/88	277.50
WILINSKI	POLICE OFFICER	SIXTH DISTRICT	1/21/86	35.00
WILKINSON	POLICE OFFICER	SECOND DISTRICT	8/29/88	427.00
WILKOWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	8/31/88	50.00
WILLIAMS	POLICE OFFICER	THIRTEENTH DISTRICT	3/13/84	60.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	7/01/88	88.00
WILLIAMS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	8/21/88	547.60
WILLIAMS	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/24/84	40.00
WILLIAMS JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/03/88	212.25
WILLIAMS JR	POLICE OFFICER	SECOND DISTRICT	7/25/88	85.00
WILLNER	POLICE OFFICER	NINTH DISTRICT	8/04/88	49.00
WILSON	POLICE OFFICER	SIXTEENTH DISTRICT	8/09/88	497.90
WILSON	POLICE OFFICER	THIRD DISTRICT	4/09/84	40.00
WILSON	POLICE OFFICER	THIRD DISTRICT	6/03/88	1192.74
WILSON	POLICE OFFICER	CENTRAL DETENTION SECTION	4/17/83	45.00
WINSBERG	POLICE OFFICER	TWENTYETH DISTRICT	4/25/83	205.00
WINSTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/18/83	20.00
WIFFO	POLICE OFFICER	YOUTH DIVISION AREA SIX	9/06/88	344.75
WISE	POLICE OFFICER	SECOND DISTRICT	8/04/88	103.00
WISE	POLICE OFFICER	FOURTH DISTRICT	7/03/88	65.00
WITHERS	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	8/01/84	20.00
WOJCIK	POLICE OFFICER	THIRD DISTRICT	8/16/88	150.20
WOLVERTON	POLICE OFFICER	FOURTEENTH DISTRICT	3/17/88	14.00
WOODS	POLICE OFFICER	NINETEENTH DISTRICT	7/12/88	384.00
WOODS	POLICE OFFICER	FIFTH DISTRICT	7/09/88	315.00
WOODS	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/27/88	277.00
WORTH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/29/83	140.00
WOZNIAK	POLICE OFFICER	TWELFTH DISTRICT	7/11/87	43.00
WREN	POLICE OFFICER	CANINE UNIT	9/27/88	135.20
WRIGHT	POLICE OFFICER	EIGHTH DISTRICT	10/24/87	50.00
WRIGHT	POLICE OFFICER	SIXTH DISTRICT	3/25/88	1509.00
WILLARD	POLICE OFFICER	NINETEENTH DISTRICT	11/03/87	260.00

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WRONSKI	POLICE OFFICER	SECOND DISTRICT	6/14/88	35.00
WRONSKI	POLICE OFFICER	EIGHTH DISTRICT	9/27/88	50.25
ZAGOZION	POLICE OFFICER	EIGHTEENTH DISTRICT	9/26/88	4516.90
ZATOR	POLICE OFFICER	NINETEENTH DISTRICT	8/07/88	66.65
ZAVALA	POLICE OFFICER	FOURTEENTH DISTRICT	6/14/84	20.00
ZITEK	POLICE OFFICER	TWELFTH DISTRICT	7/10/88	176.00
ZOLLER	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	6/24/87	511.00
ZURAWIK	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	7/20/88	382.00
ABBOTT-MURRAY	PARAMEDIC	AMBULANCE 16	10/15/87	107.00
ALEX	PARAMEDIC	AMBULANCE 46	11/19/87	335.50
ALEX	PARAMEDIC	AMBULANCE 46	3/24/88	3287.40
ALTENBACH	ENGINEER	UNKNOWN	8/08/88	283.00
ALTMAN	FIREFIGHTER	SQUAD 1	8/26/88	82.50
ALVAREZ	FIREFIGHTER	ENGINE COMPANY 7	8/25/88	128.35
AYE	FIREFIGHTER	TRUCK 18	4/24/88	390.25
BAILLEY	PARAMEDIC	UNKNOWN	6/13/88	65.00
BARRIENTOS	PARAMEDIC	AMBULANCE 13	4/23/88	1107.40
BARRY	LIEUTENANT	DISTRICT RELIEF 6	5/29/88	404.00
BARRY	PARAMEDIC	AMBULANCE 12	3/10/88	98.75
BARTEN	CAPTAIN	UNKNOWN	9/08/88	281.50
BADER	FIREFIGHTER	TRUCK 41	11/04/86	175.00
BERDELL	FIREFIGHTER	ENGINE COMPANY 72	10/14/88	341.00
BILLUFS	FIREFIGHTER	ENGINE COMPANY 47	5/04/88	442.00
BUERH	LIEUTENANT	ENGINE COMPANY 23	2/29/88	45.00
BOEY	FIREFIGHTER	ENGINE COMPANY 125	9/29/87	777.29
BOBUCKI	FIREFIGHTER	ENGINE COMPANY 32	6/02/88	3741.67
BOYD	FIREFIGHTER	ENGINE COMPANY 38	8/10/87	13277.35
BURNS	FIREFIGHTER	ENGINE COMPANY 68	9/05/88	108.00
CANGELOSI	FIREFIGHTER	ENGINE COMPANY 71	11/14/88	135.00
CARUSO	PARAMEDIC	AMBULANCE 42	7/14/88	2201.51
CASE	FIREFIGHTER	AMBULANCE 16	8/28/87	326.50
CISSAU	FIREFIGHTER	UNKNOWN	9/04/88	146.50
CLARK	PARAMEDIC	DISTRICT RELIEF 5	5/26/88	105.00
CLARK	PARAMEDIC	DISTRICT RELIEF 2	8/18/88	87.45
CLARKS	FIREFIGHTER	ENGINE COMPANY 100	8/17/88	1157.19
CLIFF	LIEUTENANT	TRUCK 31	9/25/83	37.00
COLE	FIREFIGHTER	ENGINE COMPANY 4	7/31/88	60.00
COLEMAN	FIREFIGHTER	SQUAD 5	8/27/88	263.00
COLLINS	LIEUTENANT	ENGINE COMPANY 108	10/22/88	179.25
COOLEY	FIREFIGHTER	TRUCK 25	9/10/88	40.00
CORDERO SR	ENGINE COMPANY 72	ENGINE COMPANY 72	2/07/88	11369.22
CORDT	PARAMEDIC	DISTRICT RELIEF 2	5/07/88	216.14
CULLINA	CAPTAIN	UNKNOWN	4/29/87	189.50
CURRENCHAM	FIREFIGHTER	ENGINE COMPANY 70	3/27/88	16.00
CURRENCHAM	FIREFIGHTER	TRUCK 11	8/20/88	70.10
DARWEN	FIREFIGHTER	TRUCK 34	9/16/88	135.20
DARWEN	FIREFIGHTER	DISTRICT RELIEF 3	9/21/88	129.00
DECKER	PARAMEDIC	ENGINE COMPANY 7	1/10/88	24042.04
DEHLER	FIREFIGHTER	BATTALION 20	2/05/88	105.00



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DELISA	PARAMEDIC	AMBULANCE 22	4/13/87	437.75
DENEEN	FIREFIGHTER	TRUCK 47	9/25/88	917.50
DEYONGE	FIREFIGHTER	ENGINE COMPANY 79	10/12/84	164.75
DIETZ	FIREFIGHTER	ENGINE COMPANY 110	6/15/88	1178.75
DIORIO	POLICE OFFICER	ENGINE COMPANY 38	10/07/87	114.77
DUMMHAHN	FIREFIGHTER	UNKNOWN	8/14/88	127.39
DOYLE	FIREFIGHTER	ENGINE COMPANY 15	5/16/88	205.00
DURBERKE	FIREFIGHTER	TRUCK 35	10/11/87	3730.93
DURKIN	PARAMEDIC	AMBULANCE 19	8/21/88	117.90
EARL	FIREFIGHTER	TRUCK 10	7/14/88	138385.35
ENRUGHT	PARAMEDIC	AMBULANCE 23	4/07/88	22.00
FERENZI	LIEUTENANT	ENGINE COMPANY 8	9/12/83	1168.00
FITSCHEN	CAPTAIN	BATTALION 23	9/30/88	134.65
FLEISCHACKER	FIREFIGHTER	ENGINE COMPANY 110	6/22/88	50.00
FLOOD	CAPTAIN	TRUCK 55	9/12/88	181.50
FLOWERS	PARAMEDIC	AMBULANCE 37	6/10/88	242.10
FLYNN	LIEUTENANT	ENGINE COMPANY 116	10/12/88	118.33
FUCH	FIREFIGHTER	ENGINE COMPANY 30	5/03/88	425.60
FOLAK	FIREFIGHTER	TRUCK 48	9/09/88	152.00
FORMAN	PARAMEDIC	AMBULANCE 23	8/18/88	223.00
FOX	PARAMEDIC	AMBULANCE 43	8/03/88	3437.90
FRANCIA	FIREFIGHTER	ENGINE COMPANY 71	7/06/88	415.25
FRANZEN	FIREFIGHTER	TRUCK 23	8/11/88	855.00
FREDKICK	FIREFIGHTER	ENGINE COMPANY 28	2/21/88	46.00
GALLAGHER	FIREFIGHTER	ENGINE COMPANY 50	5/14/88	133.50
GALLAGHER	FIREFIGHTER	ENGINE COMPANY 50	10/26/88	5591.67
GANSEL	PARAMEDIC	UNKNOWN	5/22/88	106.50
GARCIA	PARAMEDIC	AMBULANCE 6	9/29/87	83.00
GEARY	FIREFIGHTER	REPAIR SHOP	7/31/86	113.50
GENOVA	PARAMEDIC	AMBULANCE 10	2/10/88	131.00
GIBLIN	PARAMEDIC	AMBULANCE 15	4/12/88	145.85
GUSS	FIREFIGHTER	UNKNOWN	3/31/88	406.20
GRUF	LIEUTENANT	DISTRICT RELIEF 6	1/06/88	145.00
HAIN	ENGINEER	ENGINE COMPANY 106	6/06/88	301.75
HAIN	FIREFIGHTER	ENGINE COMPANY 56	12/26/86	7028.99
HALL	PARAMEDIC	AMBULANCE 6	9/07/87	902.40
HARRINGTON	FIREFIGHTER	ENGINE COMPANY 98	10/21/87	2095.75
HAUSER	FIREFIGHTER	TRUCK 31	5/04/84	2240.00
HEERMAN	PARAMEDIC	AMBULANCE 39	8/02/88	31.25
HOBERT	LIEUTENANT	ENGINE COMPANY 88	8/17/88	229.37
HODEN	PARAMEDIC	DISTRICT RELIEF 3	9/08/88	1513.00
HODEN	LIEUTENANT	ENGINE COMPANY 57	2/05/88	177.00
HONG	PARAMEDIC	UNKNOWN	1/20/88	2010.46
HOKAN	FIREFIGHTER	ENGINE COMPANY 124	6/11/88	323.20
HOKIST	ENGINEER	ENGINE COMPANY 55	9/26/87	65.00
HUBER	PARAMEDIC	AMBULANCE 15	4/16/88	924.00
HUBRIESER	FIREFIGHTER	ENGINE COMPANY 79	6/04/88	37.50
HUNTINGTON	FIREFIGHTER	ENGINE COMPANY 51	12/06/87	257.65
KALLIS	PARAMEDIC	AMBULANCE 4	7/25/88	403.40

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KANIA	PARAMEDIC	DISTRICT RELIEF 3	8/19/87	238.19
KARSTRAID	FIREFIGHTER	ENGINE COMPANY 50	3/23/87	147.00
KEHOE	ENGINEER	ENGINE COMPANY 99	7/21/85	448.00
KEIFER-KNAFF	PARAMEDIC	AMBULANCE 9	5/10/88	119.55
KIEL	FIREFIGHTER	ENGINE COMPANY 30	3/05/87	332.25
KNIGHT	PARAMEDIC	DISTRICT RELIEF 2	10/22/87	388.50
KOCH	PARAMEDIC	AMBULANCE 33	8/13/88	1181.00
KOOL	PARAMEDIC	AMBULANCE 14	1/27/88	74.00
KOSMOSKI	PARAMEDIC	AMBULANCE 3	7/26/86	120.00
KOVATS	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	9/05/87	71.00
KOWALCZYK	PARAMEDIC	DISTRICT RELIEF 5	2/29/88	177.00
KOWALCZYK	FIREFIGHTER	ENGINE COMPANY 77	6/26/88	249.50
KOWNACKI	FIREFIGHTER	ENGINE COMPANY 77	5/27/88	93.50
KRASNECK	FIREFIGHTER	ENGINE COMPANY 91	1/29/88	254.00
KROGSTAD	FIREFIGHTER	ENGINE COMPANY 103	6/16/87	322.00
KUEHL	ENGINEER	ENGINE COMPANY 52	4/19/88	313.50
LAFORTE	FIREFIGHTER	SQUAD 1	8/24/88	1942.50
LAWRENCE	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	4/14/88	851.24
LEBEAN	PARAMEDIC	UNKNOWN	10/17/88	337.75
LEIGH	FIREFIGHTER	TRUCK 12	8/02/88	200.05
LENO	PARAMEDIC	AMBULANCE 15	4/29/87	20.00
LEON	ENGINEER	ENGINE COMPANY 5	9/11/88	252.00
LEVIN	PARAMEDIC	AMBULANCE 9	5/16/88	4721.70
LEVINSON	PARAMEDIC	DISTRICT RELIEF 1	5/16/88	113.00
LIENEMANN	PARAMEDIC	AMBULANCE 11	5/20/88	229.87
LINDEMAN	FIREFIGHTER	ENGINE COMPANY 43	9/13/88	254.00
LORENZ	FIREFIGHTER	UNKNOWN	9/07/88	211.75
LYNCH	FIREFIGHTER	TRUCK 58	8/01/88	384.00
MACIASZKIEWICZ	LIEUTENANT	ENGINE COMPANY 55	5/07/88	243.00
MALLOY	FIREFIGHTER	DISTRICT RELIEF 2	1/29/88	321.00
MALONE	ENGINEER	ENGINE COMPANY 5	6/20/88	393.00
MALONE	CAPTAIN	BATTALION 4	1/03/88	1207.75
MAY	CAPTAIN	ENGINE COMPANY 29	9/18/86	40.00
MAY	PARAMEDIC	AMBULANCE 17	3/14/87	31.95
MAY	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	5/29/86	61.00
MCDONALD	FIREFIGHTER	TRUCK 28	7/22/87	5896.50
MCDONALD	CAPTAIN	DISTRICT 5 HMD	7/27/88	677.00
MCNEANEY	LIEUTENANT	ENGINE COMPANY 117	9/18/88	1824.85
MCKEE	PARAMEDIC	AMBULANCE 11	4/07/87	214.55
MCLARY	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	3929.19
MCNAMARA	LIEUTENANT	SQUAD 3	2/19/88	66.00
MCNAMARA	PARAMEDIC	AMBULANCE 38	7/20/88	299.87
MCWEENEY	LIEUTENANT	UNKNOWN	11/08/88	18301.50
NEE	LIEUTENANT	AMBULANCE 45	2/01/88	50.00
NEENAN	PARAMEDIC	TRUCK 22	8/11/88	212.25
NEIERS	FIREFIGHTER	TRUCK 39	9/23/87	367.50
NETROPULOS	FIREFIGHTER	TRUCK 39	9/23/88	811.00
NETROPULOS	PARAMEDIC	AMBULANCE 44	6/07/87	59.00
MILLER	PARAMEDIC	DISTRICT RELIEF 2	8/16/87	140.00
MILLER	PARAMEDIC	DISTRICT RELIEF 2	8/16/87	140.00

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MINIGUE	LIEUTENANT	ENGINE COMPANY 108	10/20/88	139.00
MITCHELL	FIREFIGHTER	ENGINE COMPANY 1/42	7/08/88	114.25
MONROE	FIREFIGHTER	TRUCK 24	9/24/87	16.00
MULLENHOFF	PARAMEDIC	AMBULANCE 27	8/20/87	2050.30
MURPHY	ENGINEER	ENGINE COMPANY 75	9/09/88	116.00
MURPHY	FIREFIGHTER	EMS DISTRICT 1 HEADQUARTERS & R	5/01/88	85.00
MURRAY	PARAMEDIC	ENGINE COMPANY 70	3/19/88	103.50
MUSCARELLO	FIREFIGHTER	AMBULANCE 21	1/15/88	86.00
MYERS	FIREFIGHTER	ENGINE COMPANY 63	8/26/86	219.50
MYSLINSKI	FIREFIGHTER	TRUCK 44	1/27/86	40.00
NELSON	FIREFIGHTER	TRUCK 62	4/16/88	243.10
NEMEC	LIEUTENANT	DISTRICT RELIEF 6	9/27/88	137.95
NOLAN	PARAMEDIC	AMBULANCE 6	5/05/88	49.15
O'CONNOR	FIREFIGHTER	ENGINE COMPANY 93	10/16/88	186.50
O'CONNELL	LIEUTENANT	SNDKEL SQUAD 3	10/29/88	297.50
O'LEARY	CAPTAIN	ENGINE COMPANY 71	10/09/87	1535.98
ONEILL	FIREFIGHTER	SQUAD 2	6/12/88	1396.68
PAOLINI	ENGINEER	DISTRICT RELIEF 3	8/26/88	120.50
PAVILONIS	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	8/04/87	149.00
PEACE	LIEUTENANT	DISTRICT RELIEF 5	12/20/87	432.00
PETRAKASEK	PARAMEDIC	DISTRICT RELIEF 1	5/11/88	205.00
PHALIN	FIREFIGHTER	ENGINE COMPANY 54	4/27/87	250.00
PLEIBER	FIREFIGHTER	ENGINE COMPANY 65	4/22/87	2940.20
FULINO	CAPTAIN	ENGINE COMPANY 47	6/02/86	627.00
FURCE	PARAMEDIC	UNKNOWN	3/20/88	302.90
POWER	FIREFIGHTER	AMBULANCE 48	5/07/88	81.25
PRESTON	FIREFIGHTER	ENGINE COMPANY 122	5/13/88	147.00
RATA	FIREFIGHTER	TRUCK 51	5/11/88	196.00
REGLIER	CAPTAIN	DISTRICT 5 HHD	8/17/88	2614.97
REILLY	PARAMEDIC	ENGINE COMPANY 96	7/09/87	2556.00
RENDA	FIREFIGHTER	AMBULANCE 17	12/19/87	4962.15
RENFROE	FIREFIGHTER	TRUCK 25	8/30/88	142.70
RICHARDS	FIREFIGHTER	ENGINE COMPANY 46	1/12/88	75.00
RICHARDSON	FIREFIGHTER	ENGINE COMPANY 115	10/14/87	32.00
RICHTER	FIREFIGHTER	SQUAD 1	7/05/88	242.10
RUCHOWIAK	FIREFIGHTER	TRUCK 27	6/13/88	164.65
ROHLFS	FIREFIGHTER	TRUCK 13	6/24/88	823.85
ROSS	FIREFIGHTER	TRUCK 3	1/09/88	40.00
RUECK	FIREFIGHTER	TRUCK 47	7/11/88	543.50
SAMSON	LIEUTENANT	TRUCK 61	2/22/88	360.52
SANCHEZ	ENGINEER	ENGINE COMPANY 121	7/15/88	2017.95
SANCHEZ	LIEUTENANT	BATTALION 12	8/19/87	328.00
SARKISIAN	LIEUTENANT	TRUCK 51	1/30/88	90.00
SARKISIAN	FIREFIGHTER	TRUCK 21	10/20/85	125.00
SCATES	LIEUTENANT	TRUCK 4	10/08/88	125.00
	LIEUTENANT	TRUCK 4	2/20/88	435.00
	FIREFIGHTER	BATTALION 10	7/25/88	43.00
	FIREFIGHTER	BATTALION 10	3/06/88	132.55
	FIREFIGHTER	TRUCK 3	8/07/88	82.00

1/18/89

REPORTS OF COMMITTEES

23701

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 1/18/89  
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SCHMIDT	FIREFIGHTER	TRUCK 50	9/06/88	255.69
SCUDIERI	FIREFIGHTER	ENGINE COMPANY 5	5/25/88	18.25
SEBAUER	PARAMEDIC	AMBULANCE 26	3/09/88	556.00
SHAUGHNESSY	FIREFIGHTER	TRUCK 39	9/03/88	228.48
SHKADER	FIREFIGHTER	ENGINE COMPANY 123	10/08/88	99.85
SHUKSTOR	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	160.00
STIELECKI	FIREFIGHTER	TRUCK 19	10/21/88	197.00
SILHAN	PARAMEDIC	AMBULANCE 9	6/28/88	73.00
SIMALI	LIEUTENANT	ENGINE COMPANY 35	8/06/88	55.00
SIMONS	FIREFIGHTER	ENGINE COMPANY 109	8/13/88	65.50
SIWEK	PARAMEDIC	AMBULANCE 7	9/19/87	667.50
SMITH	PARAMEDIC	AMBULANCE 45	12/10/87	55.00
SMITH	FIREFIGHTER	ENGINE COMPANY 38	2/02/88	202.50
SMITH	FIREFIGHTER	ENGINE COMPANY 120	9/17/88	291.69
SUSO	PARAMEDIC	UNKNOWN	7/23/87	59.00
SPENCER	FIREFIGHTER	TRUCK 58	9/04/88	327.49
SPENCER	FIREFIGHTER	ENGINE COMPANY 113	6/08/88	244.00
SPENCER	FIREFIGHTER	ENGINE COMPANY 117	10/06/88	213.00
STAEHLE	PARAMEDIC	UNKNOWN	10/20/87	753.00
STAEHLE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	10/02/87	65.00
STALA	FIREFIGHTER	ENGINE COMPANY 14	6/26/88	209.00
STEINER	PARAMEDIC	AMBULANCE 20	2/13/87	99.00
STREBU	FIREFIGHTER	ENGINE COMPANY 124	8/20/88	565.79
STRONG	LIEUTENANT	UNKNOWN	9/16/87	231.25
SULLIVAN	PARAMEDIC	AMBULANCE 44	7/17/87	3017.13
TEMPLE	FIREFIGHTER	TRUCK 7	8/24/88	202.00
THOMAS	FIREFIGHTER	ENGINE COMPANY 28	5/14/87	260.00
TODLEBEN	FIREFIGHTER	TRUCK 23	4/17/88	940.66
TOTTE	FIREFIGHTER	TRUCK 44	4/21/88	4090.46
TRIBBLE	FIREFIGHTER	ENGINE COMPANY 75	7/02/88	268.75
TRINIDAD	PARAMEDIC	AMBULANCE 34	2/06/88	989.70
TWEEDIE	FIREFIGHTER	TRUCK 27	3/10/88	116.65
VALADEZ	FIREFIGHTER	ENGINE COMPANY 110	4/29/88	131.00
VAN-KENNEDY	PARAMEDIC	DISTRICT RELIEF 3	10/22/86	172.85
VINCI	ENGINEER	ENGINE COMPANY 116	5/14/88	236.00
WALKER	FIREFIGHTER	TRUCK 33	11/03/80	35.00
WALLACE	FIREFIGHTER	ENGINE COMPANY 93	8/18/87	38.95
WALFOLE	CAPTAIN	BATTALION 3	5/15/88	298.40
WATERS	LIEUTENANT	ENGINE COMPANY 123	3/20/88	1621.98
WITKOWSKI	LIEUTENANT	ENGINE COMPANY 104	7/24/88	233.35
WOKKER	FIREFIGHTER	SQUAD 3	5/04/82	114.00
WRIGHT	PARAMEDIC	AMBULANCE 12	4/11/87	129.33
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	2055.90

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 1/18/89  
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ACEVEDO				
ADAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/88	283.50
ADKINS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/04/87	1249.00
AGUIBOLA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/10/88	223.00
ARCHER	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/30/88	225.50
AVILA	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/28/86	254.00
BARNES	POLICE OFFICER	SEVENTEENTH DISTRICT	5/20/88	1385.75
BARTOSIK	POLICE OFFICER	FOURTEENTH DISTRICT	7/05/88	228.00
BASKERVILLE	POLICE OFFICER	SIXTH DISTRICT	9/16/88	349.90
BATES, JR	POLICE OFFICER	EIGHTH DISTRICT	2/25/87	82.50
BEYER	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	11/19/85	132.00
BONNER	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/12/83	80.00
BORVAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/29/88	635.25
BRADY	POLICE OFFICER	SEVENTH DISTRICT	9/29/88	841.00
BRADY-HEIDT	POLICE OFFICER	FIRST DISTRICT	3/12/87	278.00
BROOKS	POLICE OFFICER	NINETEENTH DISTRICT	9/06/88	269.00
BROWN	POLICE OFFICER	SIXTH DISTRICT	9/11/88	642.00
BUDAY	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	8/30/88	379.30
BULTER	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/20/88	543.00
BURTON	POLICE OFFICER	ELEVENTH DISTRICT	4/25/85	150.00
BUTLER	POLICE OFFICER	ELEVENTH DISTRICT	8/02/88	79.00
BYRNE	POLICE OFFICER	SEVENTH DISTRICT	7/25/86	45.00
CAGE	POLICE OFFICER	THIRD DISTRICT	1/01/86	3295.32
CANNON	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	6/30/88	795.00
CARD	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	6/27/88	1149.19
CASCARANO	POLICE OFFICER	TENTH DISTRICT	2/02/86	566.40
CAVER	POLICE OFFICER	EIGHTEENTH DISTRICT	8/09/88	1742.25
CHASE	POLICE OFFICER	DETECTIVE DIVISION ADMINISTRAI	7/06/88	428.53
CHEJN	POLICE OFFICER	TENTH DISTRICT	6/25/88	92.00
CHMIEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/25/88	26.25
CIFUN	POLICE OFFICER	SIXTH DISTRICT	9/20/88	600.80
CLANCY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/01/88	90.00
COBB	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/31/86	200.00
COLEMAN	POLICE OFFICER	FOURTEENTH DISTRICT	9/10/88	2132.50
CORTES	POLICE OFFICER	FOURTEENTH DISTRICT	9/10/88	3656.50
COYNE	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	8/11/88	625.11
CROMLEY	POLICE OFFICER	ELEVENTH DISTRICT	7/24/88	281.00
CUTRAND	POLICE OFFICER	SIXTH DISTRICT	7/09/88	690.30
CYRUS	POLICE OFFICER	FOURTEENTH DISTRICT	7/05/88	1099.75
CZENALSKI	POLICE OFFICER	TENTH DISTRICT	5/29/81	569.09
CZERNIAK	POLICE OFFICER	SECOND DISTRICT	9/04/87	5494.00
DAVIS	POLICE OFFICER	ENFORCEMENT SECTION	4/04/88	40.00
DEFRANCISCO	POLICE OFFICER	ELEVENTH DISTRICT	7/04/88	566.00
DELIA	POLICE OFFICER	ENFORCEMENT SECTION	11/01/87	2979.72
DELISA	POLICE OFFICER	SPECIAL OPERATIONS GROUP--WEST	7/04/88	53.00
	POLICE OFFICER	SEVENTH DISTRICT	5/10/84	130.00
	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/83	35.00
	POLICE OFFICER	SIXTEENTH DISTRICT	7/21/88	299.50
	POLICE OFFICER	EIGHTH DISTRICT	9/10/88	763.80
	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	9/27/88	60.00
			2/15/83	

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DEVAN	POLICE OFFICER	FIRST DISTRICT	9/11/88	478.75
DEVUSELEAR	POLICE OFFICER	TWENTIETH DISTRICT	12/05/79	830.00
DIAZ	POLICE OFFICER	EIGHTH DISTRICT	7/21/88	215.00
DICKS	POLICE OFFICER	SIXTEENTH DISTRICT	11/28/82	205.00
DIMAGGIO	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	5/29/86	2875.00
DIXON	POLICE OFFICER	SEVENTH DISTRICT	8/29/88	430.38
DRISH	POLICE OFFICER	EIGHTH DISTRICT	8/04/88	1337.75
DUDEK	POLICE OFFICER	INTERSECTION CONTROL UNIT	9/07/88	1332.14
DUFFY	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/23/88	1320.25
EICHLER	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	2/07/88	15973.26
ELZY JR	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/08/88	130.00
ESCAMILLA	POLICE OFFICER	FIFTH DISTRICT	8/09/88	407.00
ESPOSITO	POLICE OFFICER	NINTH DISTRICT	8/29/88	542.00
EVANS	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/16/88	331.50
FELDMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/30/88	1187.50
FEY	POLICE OFFICER	SECOND DISTRICT	6/13/88	65.00
FISSINGER	POLICE OFFICER	SEVENTH DISTRICT	7/30/88	210.00
FLENDY	POLICE OFFICER	SEVENTH DISTRICT	7/21/88	204.00
FLORES	POLICE OFFICER	EIGHTH DISTRICT	10/11/83	60.00
FLORES	POLICE OFFICER	THIRTEENTH DISTRICT	9/22/88	565.00
FRAGLIA	POLICE OFFICER	SECOND DISTRICT	8/05/88	484.00
FRANCO	POLICE OFFICER	EIGHTEENTH DISTRICT	7/04/88	431.75
FRIEDRICH	POLICE OFFICER	SECOND DISTRICT	9/10/88	87.00
GAJEWSKI	POLICE OFFICER	THIRTEENTH DISTRICT	7/31/88	208.00
GARCIA	POLICE OFFICER	FIFTEENTH DISTRICT	7/29/88	1084.00
GATES	POLICE OFFICER	TENTH DISTRICT	7/18/87	150.00
GIOVENCO	POLICE OFFICER	EIGHTEENTH DISTRICT	9/19/88	1418.50
GLOVER	POLICE OFFICER	FIFTEENTH DISTRICT	1/28/88	510.00
GOERGE	POLICE OFFICER	NINETEENTH DISTRICT	9/06/88	855.00
GONZALES	POLICE OFFICER	FOURTEENTH DISTRICT	8/20/88	88.00
GRASER	POLICE OFFICER	FIFTEENTH DISTRICT	7/12/88	383.00
GUERRA	POLICE OFFICER	TWELFTH DISTRICT	8/31/88	218.00
GUERREO	SERGEANT	EIGHTEENTH DISTRICT	9/04/88	723.00
GUTIERREZ	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	12/09/84	264.90
HARBOR	POLICE OFFICER	THIRTEENTH DISTRICT	8/01/88	383.00
HAREJ	POLICE OFFICER	FIFTH DISTRICT	7/05/88	3071.00
HARGRETT	POLICE OFFICER	EIGHTH DISTRICT	12/03/82	130.00
HAYWOOD	POLICE OFFICER	ELEVENTH DISTRICT	8/04/88	2859.00
HEELAN	POLICE OFFICER	CENTRAL DETENTION SECTION	5/25/88	269.00
HERRON	POLICE OFFICER	TWELFTH DISTRICT	9/21/88	253.70
HODGE	POLICE OFFICER	FOURTH DISTRICT	9/04/88	2952.00
HOLMES	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/02/88	674.00
HOWARD	POLICE OFFICER	THIRD DISTRICT	11/20/85	40.00
JAGLAFSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/28/88	175.00
JAMES	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/30/87	85.00
JANSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/06/86	2942.00
JONES	POLICE OFFICER	TENTH DISTRICT	7/10/88	2659.75
JONES	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/27/88	515.00
JONES	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/05/88	120.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/18/89

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
JOSEPHS				
JOYNER	POLICE OFFICER	EIGHTH DISTRICT	10/24/87	60.00
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	109.00
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/22/88	2526.00
KARPNICK	POLICE OFFICER	SEVENTEENTH DISTRICT	9/17/88	183.35
KARPNICK	POLICE OFFICER	ELEVENTH DISTRICT	9/21/88	622.50
KELLY	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/26/84	331.00
KILROY	POLICE OFFICER	RECRUIT TRAINING	8/28/88	1103.50
KITKOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/87	40.00
KITOVER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/03/88	7626.88
KLEIN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/88	5262.42
KOCUR	POLICE OFFICER	EIGHTEENTH DISTRICT	7/30/88	310.00
KOHEN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/04/88	509.00
KOLOVITZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	102.00
KOSTECKI	POLICE OFFICER	RECRUIT TRAINING	9/16/87	17.00
LALLY	POLICE OFFICER	EIGHTH DISTRICT	4/14/88	40.00
LIGHTFORD	POLICE OFFICER	NINETEENTH DISTRICT	3/23/88	5027.20
LITTLE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/13/88	44.00
LOWE	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/88	261.00
LUCAS	POLICE OFFICER	FIFTEENTH DISTRICT	7/07/88	93.00
LUCAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/21/88	295.75
MALACHESIN	POLICE OFFICER	SEVENTH DISTRICT	8/29/88	386.00
MARTINEZ	POLICE OFFICER	THIRTEENTH DISTRICT	7/05/88	479.00
MARTINEZ-BUEGEL	POLICE OFFICER	RECRUIT TRAINING	6/11/88	405.00
MCCARTHY	POLICE OFFICER	SIXTH DISTRICT	3/12/83	40.00
MCCOLLUM	POLICE OFFICER	ELEVENTH DISTRICT	2/25/84	40.00
MCDONALD - DORAN	POLICE OFFICER	FIFTEENTH DISTRICT	7/29/88	852.00
MILHOUSE	POLICE OFFICER	FIFTEENTH DISTRICT	11/06/83	60.00
MILLER	POLICE OFFICER	TWENTIETH DISTRICT	7/04/88	375.00
MILLER	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/83	825.00
MINICH	POLICE OFFICER	EIGHTH DISTRICT	4/09/83	70.00
MULLINS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/02/88	550.50
MULVIHILL	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/24/88	60.00
MURPHY	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/29/85	50.00
NASH	POLICE OFFICER	RECRUIT TRAINING	3/18/83	20.00
NAVIA	POLICE OFFICER	FIFTH DISTRICT	9/22/88	790.55
NELSON	POLICE OFFICER	ELEVENTH DISTRICT	7/28/88	672.00
NELSON	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	4/24/88	813.94
NIZIOLEN	POLICE OFFICER	FIFTH DISTRICT	7/25/88	1145.00
NORLE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/10/88	584.00
NUNEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/10/87	210.00
NYMAN	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	5/29/84	40.00
OKRIEN	POLICE OFFICER	ELEVENTH DISTRICT	6/06/88	387.00
OWONNELL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/13/83	40.00
OHANE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/22/88	195.00
O'REILLY	POLICE OFFICER	TENTH DISTRICT	5/17/84	20.00
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	3491.93
OWCARZ	POLICE OFFICER	ELEVENTH DISTRICT	1/22/88	487.00
FADILLA	POLICE OFFICER	THIRTEENTH DISTRICT	8/27/85	25.00
FARROW	POLICE OFFICER	FOURTH DISTRICT	9/02/88	565.00

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 1/18/89  
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
PEAK	POLICE OFFICER	FIFTH DISTRICT	9/14/87	59.00
FELKA	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/88	2551.75
FERGANDE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/13/88	284.75
FERGANDI	POLICE OFFICER	SEVENTEENTH DISTRICT	9/17/88	183.35
PHILLIPS	POLICE OFFICER	FOURTH DISTRICT	6/06/88	1336.00
PIERCE	POLICE OFFICER	SEVENTH DISTRICT	10/25/82	80.00
PILAFAS	POLICE OFFICER	EIGHTEENTH DISTRICT	7/31/88	904.25
PILIOR-REITER	POLICE OFFICER	EIGHTEENTH DISTRICT	7/31/88	172.50
FILLOLI	POLICE OFFICER	THIRTEENTH DISTRICT	7/31/88	117.00
FOCHIE	POLICE OFFICER	EIGHTH DISTRICT	11/24/83	20.00
FOLK	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	12/28/83	40.00
FOLLACK	POLICE OFFICER	EIGHTH DISTRICT	3/06/83	40.00
FOMORSKI	POLICE OFFICER	EIGHTH DISTRICT	8/08/88	571.70
FRIETO	POLICE OFFICER	EIGHTEENTH DISTRICT	7/21/88	589.15
FROKOP	POLICE OFFICER	TENTH DISTRICT	8/27/88	1335.50
FUGSLEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/88	316.50
FUMPHREY	POLICE OFFICER	ELEVENTH DISTRICT	2/03/83	20.00
RALPH	POLICE OFFICER	TWELFTH DISTRICT	9/07/88	259.00
RAMOS	POLICE OFFICER	THIRTEENTH DISTRICT	8/20/88	202.00
RASCHILLO	POLICE OFFICER	SIXTEENTH DISTRICT	8/08/88	505.00
REIMAN	POLICE OFFICER	DETAIL UNIT	2/10/84	20.00
RIESS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/88	1639.00
RIVERA	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/86	330.00
ROBARTS-DILLON	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/87	438.00
ROBERTSON	POLICE OFFICER	CRIME LABORATORY DIVISION	7/05/88	512.85
ROBERTSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/21/83	20.00
ROGALSKI	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/01/83	20.00
ROGERS	POLICE OFFICER	SECOND DISTRICT	1/03/88	230.00
ROGERS	POLICE OFFICER	FIRST DISTRICT	5/09/84	60.00
ROGERS	POLICE OFFICER	SIXTEENTH DISTRICT	6/24/88	195.00
ROSEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/03/88	3985.83
SALCEDO	POLICE OFFICER	TENTH DISTRICT	9/10/88	615.20
SARABIA	POLICE OFFICER	NINTH DISTRICT	6/20/88	1145.00
SCAFIDI	POLICE OFFICER	SEVENTEENTH DISTRICT	8/10/87	9400.75
SCHERGEN-OREILLY	POLICE OFFICER	ELEVENTH DISTRICT	8/14/88	113.00
SCHNOOR	POLICE OFFICER	THIRTEENTH DISTRICT	11/29/87	98.50
SCHULTZ	POLICE OFFICER	SEVENTEENTH DISTRICT	12/15/83	20.00
SCHULTZ	POLICE OFFICER	EIGHTH DISTRICT	12/10/87	5221.00
SCHWIEGER	POLICE OFFICER	FIFTEENTH DISTRICT	8/26/87	169.00
SEYFERLICH	POLICE OFFICER	NINETEENTH DISTRICT	11/01/85	25.00
SHEERAN	POLICE OFFICER	TENTH DISTRICT	9/04/88	258.50
SIMPSON	POLICE OFFICER	FOURTH DISTRICT	8/19/88	330.00
SIMPSON	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/12/88	5239.23
SIWEK	POLICE OFFICER	EIGHTH DISTRICT	6/12/82	20.00
SKIFFER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/21/88	36.00
SKWARSKI-ROMAN	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/16/88	1178.65
SMITH	POLICE OFFICER	TWENTIETH DISTRICT	6/18/88	505.50
SMITH	POLICE OFFICER	THIRD DISTRICT	10/22/83	20.00
SMITH	POLICE OFFICER	SEVENTH DISTRICT	2/18/88	100.00



C I T Y O F C H I C A G O  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 1/18/89  
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
SULITA	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION 8	11/19/83	864.00
GOSNOWSKI	POLICE OFFICER	SECOND DISTRICT	8/05/88	65.00
SPREYNE	POLICE OFFICER	ENFORCEMENT SECTION	11/06/83	40.00
STASCH	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/12/88	557.00
STEHLIK	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/13/84	115.00
STONER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/27/87	150.00
STOKRY	POLICE OFFICER	RECRUIT TRAINING	8/02/88	222.90
STRONG	POLICE OFFICER	FOURTH DISTRICT	3/18/83	20.00
STRUNG	POLICE OFFICER	DETAIL UNIT	2/12/88	179.00
STUKEL	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	6/27/88	285.00
SZYHANSKI	POLICE OFFICER	FOURTH DISTRICT	6/06/88	60.00
TANTAKO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/88	732.50
TENUTA	POLICE OFFICER	ENFORCEMENT SECTION	8/01/88	465.15
THAXTON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/19/88	411.00
THIELMANN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/87	325.85
TINES	POLICE OFFICER	SEVENTEENTH DISTRICT	9/29/88	156.00
TRUCHE	POLICE OFFICER	FOURTEENTH DISTRICT	9/02/88	1021.00
TULLOS	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/31/84	20.00
VALKENBURG	POLICE OFFICER	ELEVENTH DISTRICT	2/03/83	60.00
VANBIESEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/19/88	2773.00
VANALLO	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/22/84	445.00
VOBERLING	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/10/88	379.00
VOIGHT	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/23/87	75.00
WALERYSZAK	POLICE OFFICER	EIGHTH DISTRICT	8/18/88	432.00
WALLACE JR	POLICE OFFICER	ELEVENTH DISTRICT	8/20/87	655.00
WALSH	POLICE OFFICER	EIGHTH DISTRICT	9/01/88	1198.85
WARD	POLICE OFFICER	SECOND DISTRICT	5/12/88	200.00
WARE	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	4/20/87	1449.90
WARE	POLICE OFFICER	ELEVENTH DISTRICT	7/24/88	340.00
WESOLEK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/87	100.00
WESTPHAL	POLICE OFFICER	TWELFTH DISTRICT	8/31/88	425.00
WHITESIDE	POLICE OFFICER	TWELFTH DISTRICT	3/22/88	21.00
WILKE	POLICE OFFICER	SIXTH DISTRICT	4/02/83	60.00
WILLIAMS JR	POLICE OFFICER	SECOND DISTRICT	5/16/88	153.50
WUJNAR	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/03/88	421.00
ZAVALA	POLICE OFFICER	FOURTEENTH DISTRICT	12/09/83	20.00
ZYGONICZ	POLICE OFFICER	SEVENTEENTH DISTRICT	7/21/88	344.00
HURN	PARAMEDIC	AMBULANCE 14	12/03/87	431.75
JAMES	FIREFIGHTER	TRUCK 55	3/22/88	326.00
JENOT	PARAMEDIC	DISTRICT RELIEF 1	9/08/84	149.06
LIBEROPOLILOS	PARAMEDIC	AMBULANCE 25	2/14/88	65.00
MIZERA	ENGINEER	ENGINE COMPANY 28	2/05/88	1060.60
SOBUS	ENGINEER	ENGINE COMPANY 18	9/01/88	315.60
TAVITAS	PARAMEDIC	DISTRICT RELIEF 6	1/22/87	862.00
TAYLOR	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	1/13/85	25340.80
THOMAS	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/31/88	400.00

(Continued from page 23675)

Chicago House and Social Service Agency, Incorporated  
June 25, 1989 -- citywide;

Youth at Risk, Incorporated  
June 9 and 10, 1989 -- citywide; and

Boys and Girls Club of Chicago  
April 27, 1989 -- citywide.

On motion of Alderman Natarus, the committee's recommendation was *Concurred In* and said applications were *Placed on File*.

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*Action Deferred* -- ISSUANCE OF GENERAL OBLIGATION  
TENDER NOTES, SERIES 1989, A AND B.

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

CHICAGO, January 18, 1989.

*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 1989, A and B 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) BURTON F. NATARUS,  
*Chairman.*

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

)

*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 for the following purposes: (i) to finance current cash requirements of the City; and (ii) to provide funds to pay amounts appropriated for specific purposes by the City for the year 1989; 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 (the "Finance Committee"), and in accordance with the findings and recommendations of the Finance 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 A (the "Indenture") shall, for all purposes of this ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization Of Notes.

(a) For the purpose of providing 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 1989" (the "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.

(b) The Notes shall be issued in various series (each a "Series") in the amounts and for the purposes as follows:

(i) Series 1989A (the "Series 1989A Notes"), in the principal amount at any one time outstanding of not to exceed \$100,000,000, maturing not later than December 31, 1989, for the purpose of financing the current cash flow requirements of the City; and

(ii) Series 1989B (the "Series 1989B Notes"), maturing not later than October 31, 1990, for the purpose of providing funds to pay amounts appropriated for various purposes for the year 1989, which Series 1989B Notes shall be issued for the various fund purposes and in the maximum principal amounts as follows:

Fund	Principal Amount
Corporate	\$164,985,000
Chicago Public Library (Maintenance and Operation)	35,164,000
City Relief (General Assistance)	15,869,000
Judgment	33,828,000
Chicago Public Library (Building and Sites)	5,904,000
	<hr/> \$255,750,000

; and

(iii) Such additional Series as are authorized from time to time by ordinance of the City Council.

(c) Solely to permit the various Notes of any Series issued hereunder to have varying interest rate determination methods, any 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 1989\_\_\_\_ - 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.

(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 Notes shall be used as follows:

(a) From the proceeds of the Series 1989A Notes a sum sufficient shall be used to finance the current cash requirements of the City.

(b) The proceeds of the Series 1989B Notes shall be deposited in 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 as designated by the Comptroller in his notification of sale to the City Council described in Section 7(b) hereof, and shall be used for the purpose of paying amounts appropriated for such respective funds for the year 1989.

**SECTION 5. Tax Levy for Reimbursement of the Bank for Drawings to Pay the Series 1989A Notes or for the Payment of the Series 1989A Notes.** Unless the Comptroller shall determine on or before December 1, 1989, that sufficient funds are legally available and will be used (a) to reimburse any Bank appointed pursuant to the provisions of Section 10 hereof on the maturity date of the Series 1989A Notes for a drawing or drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Series 1989A Notes, or (b) to pay the principal of and interest on the Series 1989A 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 the maturity date of the Series 1989A Notes, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before December 31, 1990 or to pay the principal of and interest on the Series 1989A Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit, or (ii) the Series 1989A Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1989A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Series 1989A Notes Account of the Note Fund.

**SECTION 6. Tax Levy for Reimbursement of the Bank for Drawings to Pay the Series 1989B Notes or for the Payment of the Series 1989B Notes.** Unless the Comptroller shall determine on or before October 1, 1990, that sufficient funds are legally available and will be used (a) to reimburse any Bank appointed pursuant to Section 10 hereof on the maturity date of the Series 1989B Notes for a drawing or drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Series 1989B Notes, or (b) to pay the principal of and interest on the Series 1989B 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 the maturity date of the Series 1989B Notes, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before October 31, 1991, or to pay the principal of and interest on the Series 1989B Notes if (i) the Bank has failed to honor a proper draw under the Letter of

Credit, or (ii) the Series 1989B Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1989B 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 6 into the Series 1989B Notes Account of the Note Fund.

#### SECTION 7. Sale And Delivery Of The Notes.

(a) Each Series of Notes shall be sold and delivered to a group of underwriters led by Shearson Lehman Hutton, Inc. to be selected by the Comptroller (the "Underwriters"), subject to the terms and conditions of a contract of purchase related thereto. The Mayor or the Comptroller is hereby authorized to execute on behalf of the City, with the approval of the Chairman of the Committee on Finance of the City Council, one or more contracts of purchase in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed 0.5% of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or the Comptroller is 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.

(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, (iii) the compensation paid to the Underwriters in connection with such sale and (iv) with respect to any sale of Series 1989B Notes, the principal amounts of such Series 1989B Notes which were sold for each of the respective purposes set forth in Section 3(b)(ii) hereof. An executed copy of the Indenture providing for the issuance of the Notes which are the subject of such notification of sale shall be attached thereto.

(c) In connection with any sale of Notes, the Mayor or the Comptroller are hereby authorized to execute and deliver, and the Underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to 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 and the Paying Agent shall be evidenced by its execution of the Indenture. The acceptance of the Registrar shall be evidenced by its execution of an acceptance of such duties. The Mayor or the Comptroller is 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 substantially the form of Exhibit A attached hereto, 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 Mayor or the Comptroller is hereby further authorized to (i) appoint the Bank to issue such Letter of Credit; (ii) approve, execute and deliver a Reimbursement Agreement relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are

necessary or desirable in connection with the sale of the Notes; and (iii) execute and deliver a Letter of Credit Note in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes 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 of 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 or to be 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 advance of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligation under the Notes, the Reimbursement Agreement and the related Letter of Credit Note as the same become due.

**SECTION 13. Additional Authorization.** The Mayor, the Comptroller, the City Treasurer, the City Clerk and the Deputy City Clerk are hereby authorized to execute such other documents and perform such other acts as may be necessary or desirable in connection with the sale of the Notes.

**SECTION 14. 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 15. 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 16. 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.

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

*Exhibit "A".*

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City Of Chicago, Illinois

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As Trustee

And

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As Paying Agent

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Trust Indenture

Dated As Of January 1, 1989

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Securing  
General Obligation Tender Notes  
Series 1989A And B.

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This Trust Indenture dated as of January 1, 1989 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 corporation, 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 January \_\_\_\_, 1989, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

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

Whereas, in order to provide the funds needed to (i) finance current cash requirements of the City; and (ii) provide funds to pay amounts appropriated for specific purposes by the City for the year 1989, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1989A and B (the "Notes"); and

Whereas, in furtherance thereof, the City and Shearson Lehman Hutton, Incorporated (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of January 1, 1989 (the "Remarketing Agreement") pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, when the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Notes, 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 January 1, 1989 (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 office; 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 of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note and thereafter for the benefit of the Bank.

Provided, However, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, and 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" means 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. Any Alternate Letter of Credit shall expire not earlier than the Letter of Credit being replaced thereby. 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 created 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" means, 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 5.05(c) hereof, "Bank" shall mean the issuer of such Letter of Credit or Alternate Letter of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its successors in such capacity and its assigns. "Principal Office" of the Bank shall mean the principal office from time to time of the Bank.

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

"Business Day" means any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, the Paying Agent,

the Remarketing Agent and the Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Incorporated is not closed.

"City" means the City of Chicago, Illinois.

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

"Commercial Paper Rate" means, with respect to any Note, the interest rate for such Note set under Section 2.02(b).

"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(b).

"Comptroller" means the duly designated Comptroller, and 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 the Paying Agent into which Account shall be deposited certain Notes as provided in Article V hereof.

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

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

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

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

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

"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 or rates established from time to time for the Notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time. An Interest Rate Determination Method may be for a Daily Rate, a Commercial Paper Rate or a Fixed Rate.

"Letter of Credit" means 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 5.05(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" means a note issued pursuant to a Reimbursement Agreement.

"Moody's" means Moody's Investors Service, Incorporated, 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, as more fully described in Article II hereof.

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

"Noteholder" means 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 2.10 hereof.

"Ordinance" means the ordinance adopted by the City Council of the City on January \_\_\_\_\_, 1989, authorizing the issuance of \$\_\_\_\_\_ General Obligation Tender Notes, Series 1989A and \$\_\_\_\_\_ General Obligation Tender Notes, Series 1989B of the City, pursuant to which this Indenture is being executed and delivered.

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

"Outstanding", when used in reference to the Notes, shall mean, 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, \_\_\_\_\_, New York, New York, or any other or successor paying agent appointed in accordance with Section 8.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent means 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.

"Principal Office" means, (i) with respect to the Bank, the Paying Agent, the Remarketing Agent and the Trustee, the Principal Offices described in the definitions of such terms and (ii) with respect to any other entity, the principal office of such entity designated in writing by such entity to the Trustee and the Paying Agent.

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

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

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

"Reimbursement Agreement" means 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 or agreements executed and delivered contemporaneously with the original issuance of the Notes or any Series of Notes, 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 the applicable Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" shall mean, initially, Shearson Lehman Hutton, Incorporated, or any other remarketing agent appointed in accordance with Section 8.28 hereof. "Principal Office" of the Remarketing Agent means the address given by the Remarketing Agent in writing to the City, the Trustee, the Paying Agent and the Bank.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 8.28 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 the applicable Series of Notes, unless the context shall clearly indicate otherwise.

"Series" shall have the meaning assigned to such term in Section 2.01(b) hereof, as modified by Section 2.01(c) hereof.

"Series 1989A Notes" shall have the meaning assigned to such term in Section 2.01(b)(i) hereof.



"Series 1989B Notes" shall have the meaning assigned to such term in Section 2.01(b) (ii) hereof.

"Service Fund" means the fund created pursuant to Section 5.06 hereof, and held and administered by the Paying Agent.

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

"State" means the State of Illinois.

"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 acting 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 \_\_\_\_\_.

#### 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 of this Indenture, 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 1989" (the "Notes"). The Notes shall be dated as provided in Section 2.06(d) hereof.

(b) The Notes shall be issued in various series (each a "Series") as below designated, and shall be in the amounts, bearing interest at such rate or rates not to exceed 12% per annum, maturing and subject to prior redemption upon the terms and conditions as hereinafter set forth, and shall be for the purposes as follows:

(i) Series 1989A (the "Series 1989A Notes"), in the principal amount of \$\_\_\_\_\_, maturing on \_\_\_\_\_ 1989, for the purpose of financing the current cash flow requirements of the City; and

(ii) Series 1989B (the "Series 1989B Notes"), maturing on \_\_\_\_\_ 19\_\_\_\_, 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 1989.

(c) 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.

(d) 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.

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

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 as provided in this Section 2.02(a). Each Daily Rate will

be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day for which the rate is set at 100% of their principal amount plus accrued interest, if any. The Comptroller shall set a Daily Rate for any Series of Notes bearing interest at a Daily Rate on the first Business Day on which such Series of Notes bears interest at a Daily Rate which Daily Rate shall be in effect on such Business Day and shall remain in effect until a new Daily Rate is determined and established by the Comptroller. Immediately after the determination of a new Daily Rate, but not earlier than 1:00 P.M. on the Business Day next preceding the Business Day on which such new Daily Rate is to become effective, nor later than 9:00 A.M. on the Business Day on which such new Daily Rate is to become effective, the Comptroller shall give telephonic, telex or telegraphic notice of such rate, which if given by telephone shall be promptly confirmed in writing, to the Paying Agent, the Trustee, the Remarketing Agent and the Bank.

The Daily Rate for any non-Business Day upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, will be the rate established on the first Business Day after the date of such commencement.

If for any reason a court holds the Daily Rate set for any day is invalid or unenforceable, then on the first such Business Day and each Business Day thereafter and until the Comptroller is able to again set a valid and enforceable Daily Rate and resumes determination of the Daily Rate, the Daily Rate on each Business Day shall be a rate per annum equal to 70% of the 30-day dealer taxable Commercial Paper Rate as published by the Federal Reserve Bank of New York on such Business Day for the next preceding Business Day.

(b) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Commercial Paper Rate and the Commercial Paper Rate Period for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller, unless the Comptroller's direction pursuant to Section 2.03(a) requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as provided herein, on the Business Day preceding the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at 100% of its principal amount plus accrued interest, if any. The Notes of any Series may have different Commercial Paper Rates. Interest on any Note bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Rate Period to, but excluding, the last day of such Period.

If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period which immediately follows a Commercial Paper Rate Period, a Commercial Paper Rate Period of the same duration and the same Commercial Paper Rate as the Commercial Paper Rate then ending will follow. If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period following a Daily

Rate, or a court holds that a Commercial Paper Rate or the duration of any Commercial Paper Rate Period is invalid or unenforceable, then a 30-day Commercial Paper Rate Period for any such Note will follow, and the Commercial Paper Rate for such Note for such Commercial Paper Rate Period shall be that annual rate of interest equal to 70% of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 90-day Treasury bills shall have been sold at the most recent Treasury auction within the preceding 30 days.

(ii) Determination of Commercial Paper Rate Periods. 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 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), unless the Comptroller's direction requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as described above. In all cases, the party making the determination as to the Commercial Paper Rate for any Note shall also make the determination as to the length of the Commercial Paper Rate Period for such Note. The last day of any Commercial Paper Rate Period for the Notes of any Series shall be a Business Day or the maturity date for the Notes of such Series.

(iii) Limitation. Notwithstanding the foregoing, 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.

(c) 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 rate necessary (as determined by the Comptroller on the Determination Date) for the Remarketing Agent to sell the Notes of such Series on the first day of the Fixed Rate Period at 100% of their principal amount plus accrued interest, if any.

If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for any Series of Notes shall not have been satisfied on the first day of the proposed Fixed Rate Period, such change shall not be effective, and such Notes shall bear interest at the Daily Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly designated for such Notes hereunder. In such event, the Paying Agent shall give telephonic (subsequently confirmed, in writing) or telegraphic notice to each Noteholder that had delivered an election to retain its Notes upon the change to a Fixed Rate that the Notes of such Noteholder are deemed tendered and shall be presented to the Paying Agent for payment of the purchase price thereof.

Section 2.03. Change In Interest Rate Determination Method.

(a) Changes Directed by the City. The City may, acting through the Comptroller, change the Interest Rate Determination Method for 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, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. Such notice shall contain (i) the effective date, (ii) the proposed Interest Rate Determination Method, (iii) if the change is to a Short Term Rate, the date or dates, if any, upon which the determinations required pursuant to paragraph (b) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (iv) if the change is to a Commercial Paper Rate, whether the Commercial Paper Rates and the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent and (v) 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 the 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 Opinion of Bond Counsel referred to in the preceding paragraph, may (1) make the determinations regarding the Interest Rate Determination Method for any Series of Notes pursuant to paragraph (b) below or to cease to make such determinations for a specific or an indefinite period of time, (2) while the Notes of any Series bear interest at a Commercial Paper Rate, require the Remarketing Agent to set each Commercial Paper Rate and the length of each Commercial Paper Rate Period pursuant to Section 2.02(b) or to cease to do so for a specific or an indefinite period of time or (3) override a determination regarding the Interest Rate Determination Method for any Series of Notes made by the Remarketing Agent pursuant to paragraph (b) below provided that notice of a change in the Interest Rate Determination Method pursuant to Section 2.03(d) has not yet been given.

(b) Changes Directed by the Remarketing Agent. When directed to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider whether the Interest Rate Determination Method for any Series of the Notes should be changed to a different Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such 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, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short Term Rate will be beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (i) 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 (ii) 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 hereunder or by the City pursuant to the paragraph (a) 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 day following the last day of the Commercial Paper Rate Period of all Notes of such Series;

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

(iii) no change shall be made in the Interest Rate Determination Method 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 Interest Rate Determination Method, 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 the Notes of such Series will be subject to mandatory tender for purchase on the effective date of the change as provided in the Notes, that the owner may elect to retain his Note, subject to the right of the City to purchase such Note for cancellation, and the manner in which such retention may be effected.

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

(i) the Determination Date,

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

(iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes 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) that the Notes are not subject to optional redemption 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.

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

(i) that during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series at the option of the owner thereof,

(ii) that the Notes are not subject to optional redemption during the Commercial Paper Rate Period, and

(iii) that on the last day of each Commercial Paper Rate Period for each Note, each such Note will be subject to mandatory tender for purchase without further notice, but that a Noteholder may elect to retain his Note, subject to the right of the City to purchase such Note for cancellation, and the manner in which such retention may be effected.

The form of each notice provided for in this Section 2.03(d) shall be furnished to the Paying Agent by the Trustee.

**Section 2.04. Calculation of Interest Due on Notes.** The Paying Agent will compute the amount of interest payable on the Notes from the interest rates supplied to the Paying Agent by the person setting them and will confirm such amounts when computed with the Trustee and the Remarketing Agent. The Remarketing Agent shall promptly advise the Paying Agent by telephone, promptly confirmed in writing, upon request, of any interest rate set by the Comptroller or Remarketing Agent. Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Comptroller and Bank orally at the 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 by telephone (promptly confirmed in writing) not later than the close of business on the day on which such interest rate is set. 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 the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

**Section 2.05. Optional and Mandatory Tenders.** (a) Any Noteholder of a Note bearing interest at a Daily Rate has the right, subject to the provisions of paragraph (d) of this Section to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any integral multiple thereof, for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, and to receive payment of the purchase price 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 as provided in the form of Note attached hereto as Exhibit A.

(b) The Notes are subject to mandatory tender and are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, at the following times:



(i) When Notes bear interest at a Commercial Paper Rate, each Note shall be subject to a mandatory tender for purchase on each Interest Payment Date for such Note; and

(ii) On the effective date of any change in the Interest Rate Determination Method for the Notes.

Owners of Notes may elect to retain their Notes notwithstanding such requirement of mandatory tender as provided in the form of Note attached hereto as Exhibit A.

(c) 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 or its designee in the books of the Registrar kept pursuant to Section 2.10 hereof. The Paying Agent shall promptly notify the Bank of the principal amount of any Notes deposited in the Custody Account. 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. Any Notes remaining on deposit in the Custody Account on the date of maturity thereof shall be presented to the Registrar for cancellation.

(d) If an Event of Default, as defined in Section 7.01(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 7.01(b) hereof, none of the Notes shall be subject to optional tender pursuant to Section 2.05(a) prior to the maturity thereof.

(e) 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 and the Remarketing 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, in the case of an optional tender pursuant to paragraph (a) of this Section, (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.

(f) Notes tendered as provided in Section 2.05 hereof will be offered for sale by the Remarketing Agent except as follows:

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

(ii) Notes purchased by the City pursuant to Section 4.02(a) hereof will be cancelled.

(iii) Notes purchased by the City pursuant to Section 4.02(b) hereof may be remarketed only if the Opinion of Bond Counsel required by Section 4.02(b) is provided to the City and the Remarketing Agent.

(iv) Notes for which a notice has been given pursuant to Section 2.03(d) hereof regarding a change in the Interest Rate Determination Method for such Notes may be remarketed before the effective date of such change only if the buyer receives a copy of said notice.

(v) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by Section 2.05(c) hereof is provided to the Paying Agent.

(vi) 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.

#### 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, such new Note, or portion thereof, shall be deemed to be the Note called for redemption, and the Paying Agent shall supply the owner of such new Note with a copy of the applicable notice of redemption 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 such 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 (i) in the case of Notes bearing interest at a Short Term Rate, shall be paid to Noteholders owning not less than \$1,000,000 in principal amount of

Notes on the Interest Payment Date in immediately available funds (which payment may be made by Federal Reserve Funds check, wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given to the Paying Agent by such Noteholders at the time of the registration thereof and (ii) in the case of Notes bearing interest at a Short Term Rate owned by Noteholders other than those described in the preceding clause (i), in the absence of instructions given by Noteholders described in said clause (i) and in the case of all Notes bearing interest at a Fixed Rate, shall be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the address of any such Noteholder as it appears on the registration books maintained pursuant to Section 2.10 hereof. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 2.10 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 original issuance.

(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 Acting Mayor and of 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 the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Paying Agent sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the 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 bearing interest at a Fixed Rate 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 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 complete the Commercial Paper Rate Legend contained on the face of the Note as set forth 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 1989A Notes shall be used to finance the current cash requirements of the City.

(b) The proceeds of the Series 1989B Notes shall be deposited in the funds of the City and in the amounts as follows:

Fund	Amount
	\$

and shall be used for the purpose of paying amounts appropriated for such respective funds for the year 1989.

*Article IV.*

*Redemption And Repurchase By City.*

Section 4.01. Redemption.

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 shall be subject to optional redemption by the City on the first Business Day of each month, as a whole or in part and pursuant to the procedures in Section 4.03 hereof.

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

(iii) All Notes (or if different Alternative 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.

Section 4.02. Purchase By City.

(a) The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to Section 2.05(a) hereof or subject to mandatory tender pursuant to Section 2.05(b) 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 (promptly confirmed in writing), telex or telegraphic communication by the Comptroller (i) in the case of the purchase of a Note tendered pursuant to Section 2.05(a) hereof or a Note held in the Custody Account, not later than 2:00 P.M. on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 2.05(b) hereof, not later than 3:00 P.M. on the sixth-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days for Notes subject to mandatory tender at the end of such Commercial Paper Rate Period). Such notice from the Comptroller shall state the principal amount and Series of

Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 2.05(b). In the event any Notes are to be purchased for cancellation on a mandatory tender date, the Paying Agent shall notify the owners of Notes selected for purchase by telephone (promptly confirmed in writing), telex or telegraph that the Notes of such owners identified in such notice must be tendered for purchase on the mandatory tender date, that the right to retain such Notes no longer exists and that any election to retain such Notes previously made is rendered void and of no effect. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.02(a) shall be furnished to the Paying Agent by the Trustee. Any Notes so purchased for cancellation shall be selected first, from Notes on deposit in the Custody Account, second, from any Notes as such become available upon optional tender and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 2.05(b) hereof; provided, that if less than all of the Notes subject to mandatory tender pursuant to Section 2.05(b) hereof are to be purchased for cancellation, the Notes so purchased shall be selected first from Notes which the owners thereof have not elected to retain and thereafter by lot in such manner as the Paying Agent deems appropriate.

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

#### Section 4.03. Procedure For Redemption.

(a) In the event any of the Notes are called for redemption pursuant to subclause (i) of Section 4.01, and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, 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. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(a) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. 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 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. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(b) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. Unless the Paying Agent shall have received notice from the Bank rescinding the notice pursuant to subclause (iii) of Section 4.01 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 Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Notes and all such Notes shall be subject to redemption on the date specified by the Paying Agent. 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) 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 7.01(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 1989, 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 two accounts: the Series 1989A Notes Account; and the Series 1989B 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 Notes when necessary. As to the Series 1989A 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 1989A 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 1989B 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 1989B Notes, which moneys shall include the proceeds of the collection of taxes levied, if any, pursuant to Section 5.08 hereof.

(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 two accounts within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw under 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 two 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 5.03, 5.11 and 8.04 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the laws of the State of Illinois and 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 and interest on the Notes

required to be made whether upon stated maturity, any redemption or any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to make all payments in full of the purchase price of Notes tendered pursuant to Section 2.05(a) or 2.05(b) hereof.

On the date on which any Series of Notes begins to bear interest at a 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, the Paying Agent shall draw under the Letter of Credit in accordance with its terms 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, calculated (i) at the actual rate of interest on the Notes for any day interest is to accrue at a rate known on the date such draw is made and (ii) at the rate of 12% for any day interest is to accrue at a rate unknown on the date such draw is made.

On the date on which any Series of Notes begins to bear interest at a Fixed Rate and on the first Business Day of each calendar month thereafter while such 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, the Paying Agent shall draw under the Letter of Credit in accordance with its terms 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 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. An Alternate Letter of Credit may not be delivered during a Commercial Paper Rate Period, unless the date of

delivery of such Alternate Letter of Credit is an Interest Payment Date for all Notes in the Commercial Paper Rate Period to be secured by such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and surrender the previously held Letter of Credit to the Bank on the termination date of such Letter of Credit, in accordance with the terms of such Letter of Credit, for cancellation. In the event the previously held Letter of Credit and the Alternate Letter of Credit then being delivered are contemporaneously effective for any period, any draws to be made under the Letter of Credit during such period shall be made under the Alternate Letter of Credit. 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) The Paying Agent shall, not later than (i) 12:00 Noon on the day on which any note is to be tendered as provided in Section 2.05(a) hereof and (ii) 5:00 P.M. on the Business Day next preceding the day on which any Note is to be tendered as provided in Section 2.05(b) hereof, draw on the Letter of Credit an amount sufficient to pay in full the principal of and accrued interest, if any, on such Note to be tendered or deemed tendered. No later than 12:30 P.M. on the day on which such Note is to be tendered, 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 repurchased 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(a) 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, whether upon any Interest Payment Date, maturity, redemption, optional tender or mandatory tender. 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.

(g) The Paying Agent shall draw no funds under the Letter of Credit for the payment of any principal of or interest on Notes on deposit in the Custody Account.

(h) The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent as designated hereunder or as otherwise permitted or required by this Indenture and the Letter of Credit.

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 1989, Service Fund" (the "Service Fund"). The Service Fund shall contain the following two accounts: the Series 1989A Notes Account and the Series 1989B 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 5.10 and 5.11 hereof.

(b) The Series 1989A Notes Account and the Series 1989B 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 or Paying Agent 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 later than the date or dates on which such funds will be needed for the purposes for which they were deposited in the Service Fund, and in any event, not later than 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 1989A Notes Or For The Payment Of The Series 1989A Notes.

Unless the Comptroller shall certify to the Bank on or before December 1, 1989, that sufficient funds are legally available and will be used to reimburse the Bank on December 31, 1989 for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1989A Notes, or to pay the principal of and interest on Series 1989A 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, 1989, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before

December 31, 1990 or to pay the principal of and interest on the Series 1989A 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 1989A 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 Series 1989A Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.08. Security For The Series 1989B Notes.

Unless the Comptroller shall certify to the Bank on or before October 1, 1990, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1990, for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1989B Notes, or to pay the principal of and interest on the Series 1989B 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, 1990, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October 31, 1991, or to pay the principal of and interest on the Series 1989B 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 1989B 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 into the Series 1989B Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

The City covenants that other than (i) the Series 1989B Notes issued hereunder, and (ii) the \$ \_\_\_\_\_ General Obligation Tender Notes, Series 1989B, of the City, authorized by the ordinance, but not being issued hereunder, it will make no further borrowings payable from the proceeds of the taxes levied for the funds described in Section 3.01(b) 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 1989B Notes or to pay principal of and interest on the Series 1989B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

Section 5.09. 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 anticipation 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 an advance is made to the City in accordance with the Reimbursement Agreement creating a payment obligation under the Letter of Credit Note, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such advance.

#### Section 5.10. 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, unless an abandoned property law designates another person, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

#### Section 5.11. 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 5.10(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) Except as provided in Section 5.10(b) hereof, 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 2.05 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 51% of the principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii) or (iv) of paragraph (a) of this section, the Trustee may, and at the written request of Noteholders owning not less than 51% 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 51% 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 hereunder.

**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 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 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 proceedings 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 51% 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 proceedings; 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 possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be 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 (except for moneys drawn under the Letter of Credit, which shall be applied solely and only to the purposes for which such moneys were drawn, as provided herein), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such 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 percent 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 this Indenture) with interest on such Notes at the rate of six percent 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, Paying Agent And Registrar.

The City hereby appoints (i) \_\_\_\_\_, as Trustee, and (ii) \_\_\_\_\_, New York, New York, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance of the Trustee and by 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 willful misconduct, provided that this sentence does not extend the duties established by, or limit the exculpatory effect of, any other provision of this Indenture, 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 any 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 5.10 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 owing at least 51% 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, clauses (iii) and (iv) 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 and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

Section 8.09. Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the 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 and shall have accepted the duties of the Trustee as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of and acceptance by 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 meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14. Acceptance Of Trusts By Successor Trustee.

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04(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 its 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 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 51% 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 as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

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 (i) a successor Paying Agent and Registrar shall have been appointed and shall have accepted the duties of Paying Agent and Registrar as hereinafter provided, and (ii) the resigning Paying Agent transfers and assigns the Letter of Credit to the successor Paying Agent, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Paying Agent and Registrar and the transfer and assignment of the Letter of Credit. 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; and, provided further, that the Paying Agent shall transfer and assign the Letter of Credit to the successor Paying Agent upon such removal.

**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 meeting the qualifications set forth in Section 8.21 hereof.

**Section 8.23. Acceptance Of Duties By Successor Paying Agent And Registrar.**

In order to evidence the acceptance of the position of Paying Agent and Registrar hereunder, 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 Shearson Lehman Hutton, Inc., as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

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

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

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.*

*Amendments To This Indenture.*

Section 9.01. Limitations On Amendments Of This Indenture.

This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with 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 the 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 clause (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 Registrar, 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 shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Indenture 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 \_\_\_\_\_, Attention: \_\_\_\_\_ Division; if to the Paying Agent or the Remarketing Agent, other than with respect to tenders, at the address designated to the City by each and, with respect to tenders, at such other or similar address as shall be designated to the City by each; if to the Registrar, 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 or expiration 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, (vii) any redemption or purchase for cancellation of the Notes or (viii) any change in the Interest Rate Determination Method hereunder, directly to: Moody's Investors Service, 99 Church Street, New York, New York 10007, Attention: Public Finance 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 provisions 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 Acting 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.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this Trust Indenture 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 1989 \_\_\_\_\_

Maturity  
Date: \_\_\_\_\_

Date of  
Original Issue: \_\_\_\_\_

## Commercial Paper Rate Legend

Beginning of  
Commercial Rate  
Period\*:

End of Commercial Paper  
Rate Period (Mandatory  
Tender Date)\*:

Current  
Commercial  
Paper Rate\*:

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 (such Registered Owner or assigns being referred to herein as the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or 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 Date of Original Issue (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.

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\*To be completed by Paying Agent while in Commercial Paper Rate Period



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 members of the City Council 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 or 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 Acting Mayor and City Comptroller and attested by the facsimile signature of the City Clerk.

(facsimile signature)  
Acting Mayor, City of Chicago

(Seal)

(facsimile signature)  
City Comptroller, City of Chicago

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 1989, of the City, consisting of Series 1989A and 1989B (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, 1989, between the City, the Trustee and the Paying Agent (the "Indenture"), for the purpose of providing funds to (i) finance current cash flow requirements of the City and (ii) provide funds to pay amounts appropriated for specific purposes by the City for the year 1989.

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, 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 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, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below).

When interest is payable at a Daily or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days, 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 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	From any Interest Payment Date or the first day on which the Notes bear Interest at a Daily Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day before Interest Payment Date
Commercial Paper	From 1 to 180 Days as determined for each Note pursuant to the Indenture ("Commercial Paper Rate Period")	Last Business Day of applicable Commercial Paper Rate Period	Last Business Day before Interest Payment Date

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Fixed	From any Interest Payment Date in such Fixed Rate Period or the first day of such Period through the (i) next succeeding June 30 or December 31 prior to maturity, or (ii) day preceding the maturity date for any Series of 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 to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the Noteholder hereof as of the Record Date (a) in the case of Notes bearing interest at a Short Term Rate, in immediately available funds (which payment may be made by Federal Reserve Funds check, wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given by a Noteholder owning not less than \$1,000,000 in principal amount of Notes to the Paying Agent at the time of the registration thereof and (b) in the case of Notes bearing interest at a Short Term Rate owned by Noteholders other than those described in the preceding clause (a), in the absence of instructions given by Noteholders described in said clause (a) and in the case of all Notes bearing interest at a Fixed Rate, shall be paid by check or draft of the Paying Agent mailed to such Noteholder's registered address. 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 purchase of 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.

(a) Optional Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is \$100,000 or any integral multiple thereof, by delivering:

(i) an irrevocable written or telephone notice to the Paying Agent and the Remarketing Agent (see addresses below) by 10:00 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) on which the Note is to be purchased; and

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

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

(i) Mandatory Tender on Each Interest Payment Date During Commercial Paper Rate Period. When any Series of Notes bears interest at a Commercial Paper Rate, each Note of such Series will be subject to mandatory tender as provided above on the Interest Payment Date for such Note. If Notes are also subject to mandatory tender under paragraph (ii), below, the mandatory tender will be governed by that paragraph and not this paragraph. Owners of Notes may elect to retain their Notes as provided below.

(ii) Mandatory Tender Upon a Change in the Interest Rate Determination Method for the Notes. On the effective date of a change in the Interest Rate Determination Method for any Series of Notes (the three methods being Daily, Commercial Paper or Fixed Rates) the Notes of such Series will be subject to mandatory tender as provided above on the effective date of such change. Owners of Notes may elect to retain their Notes as provided below.

(c) Elections to Retain. In order to elect to retain Notes subject to mandatory tender as provided above, Noteholders must deliver the Notes with respect to which such election is made to the Paying Agent at its address set forth below by the sixth-to-last Business Day before the mandatory tender 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 Paying Agent not to provide for the purchase of such Notes (or the portion thereof specified therein) on the mandatory tender date, (2) agreeing not to sell such Notes or portion thereof prior to the mandatory tender date, (3) agreeing not to exercise any tender applicable to such Notes prior to the mandatory tender 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 mandatory tender date.

If the Notes are subject to mandatory tender due to a change in the Interest Rate Determination Method to a Commercial Paper Rate:

(1) the election must also direct the Paying Agent not to provide for the purchase of such Notes for any subsequent Commercial Paper Rate Period established between the date of such election 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 election must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any such election to retain Notes shall be irrevocable and any right to tender such Note at the option of the owner thereof shall not be exercisable by such owner once the election has been made. Any such election to retain shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. In addition, the failure by the owner timely to make any such election to retain Notes shall be binding on any subsequent owner of such Note or any Note delivered in substitution therefor.

Notwithstanding the foregoing, no election to retain a Note subject to mandatory tender may be made with respect to any Note, and any such election that may have been made may be rendered void, if the City has directed that such Note be purchased for cancellation pursuant to the Indenture.

Any Note received by the Paying Agent pursuant to an election to retain shall be held in safekeeping for its owner and a new Note shall be delivered to such owner (or his agent) on the mandatory tender date.

(d) **Payment of Purchase Price.** The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, this Note must conform in all respects to the description contained in the notice delivered by the Noteholder pursuant to paragraph 7(a)(i), above, and must be physically delivered to the Paying Agent properly endorsed for transfer. This Note must be accompanied by an instrument of transfer executed in blank by the Noteholder and with the signature of such Noteholder guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. The Paying Agent may refuse to accept delivery of this Note if a proper instrument of transfer is not provided.

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

## Notices to

Remarketing Agent:

Shearson Lehman Hutton Inc.  
Two World Trade Center  
104th Floor  
New York, New York 10048  
Attention: Short Term  
Municipal Bond  
Desk  
Telephone: (212) 528-1031

## Notes and Notices

to Paying Agent:

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses.

(f) 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.

(g) Effect of Redemption or Mandatory Tender. Notes tendered for purchase on a date after a call for redemption or before a mandatory tender date but before the redemption date or mandatory tender date shall be purchased pursuant to the tender.

8. Redemptions. All redemptions will be made in funds immediately available on the redemption date and will be at a redemption price of 100% of the principal amount of the Notes being redeemed plus interest accrued to the redemption date, if any.

(a) Optional Redemption. When interest on the Notes is payable at a Daily Rate, the Notes may be redeemed in whole or in part at the option of the City on the first Business Day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period or any Fixed Rate Period.

(b) 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.

(c) Notice of Redemption. At least 30 days before each optional redemption described in paragraph 8(a) hereof, the Paying Agent will mail a notice of redemption by first-class mail to each Noteholder at the holder's registered address. The Paying Agent is required to give notice by first-class mail of mandatory redemption described in the preceding paragraph to the owners of the Notes to be redeemed not less than 5 days nor more than 10 days prior to

the date fixed for redemption. Failure to give any required notice of optional 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. Failure to give any required notice of mandatory redemption of any Notes will not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

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

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 change 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, upon the request of the City and with the consent of the Bank, 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 Trustee, Paying Agent or the Bank for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture 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 certain Events of Default occur, the Trustee may, and at the written request of the holders of at least 51% 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 Indenture 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, official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 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: \_\_\_\_\_

\_\_\_\_\_  
*Action Deferred* -- LEVY OF TAXES FOR YEAR 1989 ON  
ALL CITY OF CHICAGO TAXABLE  
PROPERTY.

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

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance from the Office of Budget and Management authorizing the Levy of Taxes for fiscal year 1989 in the amount of \$620,978,709.00 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

WHEREAS, The City of Chicago, Illinois (the "City") is a municipal corporation and a home rule unit of government, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, The City has adopted its annual appropriation ordinance for the Year 1989, pursuant to its powers granted by the Constitution and law of the State of Illinois; and

WHEREAS, It is now appropriate and in the best interest of the City for the City, acting pursuant to its powers granted by the Constitution and law of the State of Illinois, to enact its tax levy ordinance for the year 1989 to become effective as provided herein; now, therefore,

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

SECTION 1. The sum of Six Hundred Twenty Million Nine Hundred Seventy- eight Thousand Seven Hundred Nine Dollars (\$620,978,709), ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the year 1989, is hereby levied for the year 1989 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriations ordinance for the year 1989 annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns:

Appropriations For Expenditures And Amounts Levied For  
The Fiscal Year Beginning January 1, 1989  
And Ending December 31, 1989.

Code	Amounts Appropriated	Amounts Levied
	Bond Redemption And Interest Fund -- 508	
	Amounts to be levied in 1989 for the payment of bonds and interest on bonds:	
2005.0902	For interest on bonds	
2005.0912	For payment of bonds Total for principal and interest	
2020.0960	For loss in collection of taxes	

Code		Amounts Appropriated	Amounts Levied
	Total from Bond Redemption and Interest Fund	\$259,000	\$259,000
	Note Redemption And Interest Fund Series Of 1985-C, 1986-C, 1987-C & 1988-C--509		
	Amounts to be levied in 1989 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 Redemption and Interest Fund -- 1985-C, 1986-C, 1987-C & 1988-C	32,389,474	32,389,474
	Bond Redemption And Interest . Fund -- 510		
	Amounts appropriated in 1989 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		

Code	Amounts Appropriated	Amounts Levied
	Emergency Communication/ Dispatch System -- 1977	
	Fire Department Apparatus -- 1976	
	General Obligation, Series of April -- 1981	
	General Obligation Project Bond -- 1985	
	Refunding Series -- 1985	
	911 Universal Emergency Service System -- 1976	
	O'Hare Rapid Transit Extension -- 1977	
	Project and Refunding Series -- 1987 Refuse Disposal Facilities Improvement -- 1973	
	Sewer -- 1973	
	Sewer -- 1977	
	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 & Interest Fund	\$82,761,632
	Note Redemption And Interest Fund -- 512	\$80,632,632

Code		Amounts Appropriated	Amounts Levied
	Amounts to be levied in 1989 for the Payment of Notes:		
2005.0961	For payment of term notes		
2020.0960	For loss in collection of taxes		
	Total for Note Redemption and Interest Fund	\$271,842,603	\$271,842,603
	Municipal Employee's Annuity And Benefit Fund -- 681		
	For the City's contribution to employees'		
2025.0976	Annuity and benefit fund	101,532,000	87,423,000
	Laborer's and Retirement Board Employee's Annuity And Benefit Fund -- 682		
	For the City's contribution to employees'		
2025.0976	Annuity and benefit fund	15,442,000	12,232,000
	Policemen's Annuity And Benefit Fund -- 683		
	For the City's contribution to employees'		
2025.0976	Annuity and benefit fund	83,018,000	70,496,000
	Firemen's Annuity And Benefit Fund -- 684		
	For the City's contribution to employees'		
2025.0976	Annuity and benefit fund	36,421,000	31,024,000

Code		Amounts Appropriated	Amounts Levied
	Park Employees' Annuity And Benefit Fund -- 691		
	For the City's contribution to employees'		
2025.0976	Annuity and benefit fund	\$ 28,000	\$ 0
	Public Building Commission Fund -- 641		
2005.0915	For Payment of Leases	14,154,000	14,154,000
	Library Redemption And Interest Fund -- 568		
2005.0902	For Interest on Bonds		
2020.0960	For Loss in Collection of Taxes		
	Total from Library Bond Redemption and Interest Fund	20,526,000	20,526,000
TOTAL TAX LEVY:			\$ 620,978,709

SECTION 2. In no event shall the amount levied for any purpose, as set forth in Section 1 hereof, exceed the amount appropriated for such purpose, as set forth in the annual appropriation ordinance adopted for the City for the year 1989.

SECTION 3. The City Clerk is directed to file certified copies of this ordinance, together with copies of the annual appropriation ordinance adopted for the City for the year 1989, with the County Clerk of Cook County and with the County Clerk of Du Page County.

SECTION 4. This ordinance shall become effective upon passage and approval.

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*Action Deferred* -- DESIGNATION OF MUNICIPAL DEPOSITORIES  
FOR CITY OF CHICAGO AND BOARD OF EDUCATION  
FOR YEAR 1989.

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

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance from the City Comptroller authorizing the designation of Municipal Depositories for the City of Chicago and the Chicago Board of Education for the year 1989, pursuant to Chapter 7, Section 7-30 of the Municipal Code 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) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. That the following regularly established national and state banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have applied to become municipal depositories of the City of Chicago and Board of Education for the purpose of holding and paying interest on municipal deposits, and that each financial institution has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34, 7-34.1 and 7-34.2 of the Municipal Code of the City of Chicago:



Albany Bank & Trust Company  
Amalgamated Trust & Savings Bank  
American National Bank & Trust Company  
Bank of Ravenswood  
Chicago City Bank & Trust Company  
  
Cole Taylor Bank/Drovers  
Continental Illinois National Bank & Trust  
Cosmopolitan National Bank of Chicago  
East Side Bank & Trust Company  
Exchange National Bank of Chicago  
  
First Commercial Bank  
First National Bank of Chicago  
Harris Trust & Savings Bank  
Highland Community Bank  
Independence Bank of Chicago  
  
LaSalle National Bank  
NBD Chicago Bank  
Seaway National Bank of Chicago  
South Shore Bank

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositories for City of Chicago and Chicago Board of Education monies for Fiscal Year 1989 and the City Treasurer may deposit monies received by him in any of these institutions in accordance with Chapter 7-35, 7-36 and 7-37 of the Municipal Code of Chicago.

SECTION 3. This ordinance shall be effective from and after its passage.

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

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**EXECUTION OF LOAN AGREEMENT WITH REMAINS THEATRE  
ENSEMBLE FOR REHABILITATION OF FACILITIES.**

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan agreement with the Remains Theatre Ensemble necessary for the rehabilitation of its facilities located at 770 North Halsted Street.

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

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Cultural Affairs of the City of Chicago has as its primary purpose the promotion of cultural activities in the City of Chicago, such activities having the additional benefit of promoting tourism in the City and generating business and employment opportunities for its citizens, both of which are in the public interest; and

WHEREAS, The Department of Cultural Affairs has established the Arts Facilities Loan Program by utilizing federal Community Development Block Grant funds to make low-interest loans to local arts organizations for the purpose of renovating their facilities; and

WHEREAS, The Remains Theatre Ensemble has made an application to the Department of Cultural Affairs to borrow \$112,000 for the purpose of rehabilitating its facilities located at 770 North Halsted Street, Chicago, Illinois; and

WHEREAS, The Loan Review Committee of the Arts Facilities Loan Program met on December 1, 1988, and recommended approval of the loan to the Remains Theatre Ensemble; now, therefore,

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

SECTION 1. The Commissioner of the Department of Cultural Affairs is authorized to enter into and execute, subject to the availability of funds and to review by the Corporation Counsel, a loan agreement with the Remains Theatre Ensemble pursuant to which the City will lend \$112,000 to the Remains Theatre Ensemble to assist in the renovation of its facilities at 770 North Halsted Street, Chicago, Illinois, said loan agreement to contain those basic terms and conditions outlined in Exhibit A which is attached hereto and made a part of this ordinance.

SECTION 2. The Commissioner of Cultural Affairs is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the loan agreement.

SECTION 3. This ordinance shall be effective by and from the date of its passage.

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

*Exhibit "A"*

Basic Terms And Conditions.

Borrower:	Remains Theatre Ensemble
Loan Amount:	\$112,000
Term:	Repayment will be made in 120 equal monthly installments, using a 20-year amortization schedule, and a balloon payment for the outstanding balance on the 120th month.
Service Charge:	3% of principle amount of loan.

- Security: The City shall be granted a lien in Borrower's lighting and sound equipment valued at \$205,000, including replacements and substitutions.
- Other Conditions:
- (a) Borrower shall furnish to the City proof of additional financing of approximately \$260,000 to complete the project.
  - (b) Borrower shall furnish to the City an executed copy of Borrower's lease for the facility at 770 North Halsted Street, Chicago, Illinois, said lease to be for a minimum term of 10 years, and to include parking accommodations.

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#### WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted separate reports recommending that the City Council pass eight proposed orders transmitted therewith, authorizing the installation of water mains at various locations.

On motion of Alderman Austin, the said proposed orders were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 are said orders as passed (the italic heading in each case not being a part of the order):

#### *Portion Of West Argyle Street.*

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in West Argyle Street, from North Lavergne Avenue to North Laramie Avenue: 1,312 feet of

8-inch ductile iron water main, at the total estimated cost of \$197,375.38 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00704.

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*Portion of North Bosworth Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Bosworth Avenue, from West Roscoe Street to West Addison Street: 1,328 feet of 8-inch ductile iron water main, at the total estimated cost of \$180,341.18 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00733.

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*Portion of South LaSalle Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South LaSalle Street, from West Madison Street to West Monroe Street: 463 feet of 12-inch ductile iron water main, at the total estimated cost of \$136,777.81 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00735.

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*Portion Of North Linden Place.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Linden Place, from North Kedzie Boulevard to North Sacramento Avenue: 1,376 feet of 8-inch ductile iron water main, at the total estimated cost of \$192,219.90 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00716.

*Portions Of South Muskegon Avenue And  
East 78th Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Muskegon Avenue, from East 79th Street to South Exchange Avenue and in East 78th Street, from South Burnham Avenue to South Exchange Avenue: 1,687 feet of 8-inch ductile iron water main, at the total estimated cost of \$247,149.63 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00736.

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*Portion Of South State Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South State Street, from East 101st Street to East 102nd Street: 645 feet of 8-inch ductile iron water main, at the total estimated cost of \$94,877.68 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00738.

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*Portion Of West Van Buren Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in West Van Buren Street, from South Trumbull Avenue to South Central Park Avenue: 1,023 feet of 12-inch ductile iron water main, at the total estimated cost of \$169,890.14 chargeable to the Capital Improvement Account Number 200-87-3120-055 (W-706) Construction:

The above work is to be done under Order Number A-00730.

*Portion Of West 46th Street.*

*Ordered.* That the Commissioner of Water is hereby authorized to install water mains in West 46th Street, from South Western Avenue to South Rockwell Street: 1,274 feet of 8-inch ductile iron water main, at the total estimated cost of \$174,069.25 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-00712.

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**COMMITTEE ON BUILDINGS.**

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**AMENDMENT OF MUNICIPAL CODE CHAPTER 21, SECTION 21-42 BY  
INCLUDING ZONING ADMINISTRATOR AS MEMBER OF CHICAGO  
PLAN COMMISSION, ASSIGNING RESPONSIBILITY FOR  
DESIGNATION OF CHAIRMAN AND VICE  
CHAIRMAN AND REDUCING QUORUM  
REQUIREMENT.**

The Committee on Buildings submitted the following report:

CHICAGO, December 21, 1988.

*To the President and Members of the City Council:*

Your Committee on Buildings having had under consideration a communication signed by the Honorable Eugene Sawyer, to amend Chapter 21, Section 42 of the Municipal Code of Chicago to include the Zoning Administrator as a member of the Chicago Plan Commission and to reduce the quorum requirement from eight to six members, begs leave to recommend do *Pass* the said proposed ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 21 of the Municipal Code of Chicago is hereby amended in Section 42 by deleting the language in brackets and adding the language in italics, as follows:

21-42. The Chicago plan commission shall be composed of [seventeen] *eighteen* members: [a chairman, vice-chairman and seven] *nine* members who are lay citizens, to be appointed by the mayor with the approval of the city council, and ex officio the mayor, the president of the board of local improvements, the commissioner of planning, *the zoning administrator*, the chairman of the city council committee on finance, the chairman of the city council committee on zoning, the chairman of the city council committee on housing [and neighborhood development], the chairman of the city council committee on traffic *control* and [public] safety, and the chairman of the board of the Chicago Transit Authority. *The Mayor shall designate a chairman and vice-chairman from among the appointed members.* The appointed members shall hold no other public office except where such public office is non-salaried and no fees or emoluments are derived therefrom.

The nine appointed members shall be appointed and hold office as follows: one to be appointed for one year, two for two years, two for three years, two for four years and two for five years until their successors are appointed and qualified. Members thereafter appointed shall serve for five years, except that in case of vacancy appointments shall be made for the unexpired term. The terms of the ex officio members shall coincide with their terms of public office.

The commission shall meet at least once a month. At least three days notice of the time and place of each meeting shall be given by the chairman[.], [and eight] *Six* members shall constitute a quorum of the commission[.], *but at least five affirmative votes shall be required to pass any matter.*

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



AMENDMENT OF MUNICIPAL CODE CHAPTER 62.1, SECTION  
62.1-10 BY EXEMPTING CERTAIN HIGH RISE BUILDINGS  
FROM HELICOPTER LANDING AREA  
REQUIREMENTS.

The Committee on Buildings submitted the following report:

CHICAGO, December 21, 1988.

*To the President and Members of the City Council:*

Your Committee on Buildings having had under consideration a proposed ordinance to amend Section 62.1-10 of the Municipal Code of Chicago relating to high rise buildings, begs leave to recommend do *Pass* said substitute ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the first paragraph of Section 62.1-10 of the Municipal Code of Chicago be amended by deleting the language bracketed, as follows:

62.1-10. Buildings designed in accordance with this section are not subject to the provisions of Section 62.1-2, Section 62.1-4, [and] Section 62.1-6 [and Section 62.1-9.]

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

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AMENDMENT OF MUNICIPAL CODE CHAPTER 81, SECTION  
81-20.1(3)(a) BY DECREASING ALLOWABLE LEVEL  
OF CARBON MONOXIDE WITHIN  
CERTAIN ROOMS.

The Committee on Buildings submitted the following report:

CHICAGO, December 21, 1988.

*To the President and Members of the City Council:*

Your Committee on Buildings having had under consideration a proposed ordinance to amend Section 81-20.1 (3)(a) of the Municipal Code of Chicago, that reduces the amount of carbon monoxide within rooms and garages to meet the standards set by O.S.H.A., begs leave to recommend do *Pass* said proposed ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 81-20.1(3)(a) of the Municipal Code of Chicago be and hereby is amended by deleting the language contained in brackets and adding the language in italics.

81-20.1(3) Performance:

- (a) The unit located in a room or space shall be so operated and maintained that the threshold limit value of [100] 50 ppm. for carbon monoxide and 5000 ppm. for carbon dioxide shall not be exceeded within the room or space.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and publication.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 81, SECTION  
81-27 BY DECREASING ALLOWABLE CONCENTRATION  
OF CARBON MONOXIDE WITHIN  
CERTAIN GARAGES.

The Committee on Buildings submitted the following report:

CHICAGO, December 21, 1988.

*To the President and Members of the City Council:*

Your Committee on Buildings having had under consideration a proposed ordinance to amend Section 81-27 of the Municipal Code of Chicago, that reduces that amount of carbon

monoxide within rooms and garages to meet the standards set by O.S.H.A., begs leave to recommend do *Pass* said proposed ordinance as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 81-27 of the Municipal Code be and hereby is amended by deleting the language in brackets and adding the language in italics, as follows:

81-27. Every ventilating system, either natural or mechanical, shall be kept in good repair and in operation so as to insure the required ventilation of all rooms and spaces to be ventilated thereby during all hours of human occupancy. No ventilating system shall be operated as to cause objectionable drafts upon occupants.

The ventilating system in every garage and every passage for vehicles, using internal combustion engines, shall be operated at such times and in such a manner that the amount of carbon monoxide in the air in the garage or passage shall not exceed a maximum concentration of [one part in ten thousand parts] *fifty (50) parts per million* of air.

SECTION 2. That this ordinance shall be in full force and effect from and after passage and publication.

*Failed To Pass* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
43, SECTIONS 43-1 and 43-26 BY FURTHER REGULATING  
BUILDING PERMIT REQUIREMENTS AND FEES.

The Committee on Buildings submitted the following report:

CHICAGO, May 11, 1988.

*To the President and Members of the City Council:*

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on January 23, 1985) to amend Chapter 43 (building permits) of the Municipal Code of Chicago relating to requirements for building permits and permit fees, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting votes.

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

On motion of Alderman Stone, the committee's recommendation was *Concurred In* and said proposed ordinance *Failed to Pass* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 39.

*Nays* -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. Chapter 43 of Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

43-1. It shall be unlawful to proceed with the erection, *construction, installation,* enlargement, alteration, repair, removal, or demolition of any building, structure, or structural part thereof within the City unless a permit therefore shall have first been obtained from the Commissioner of Inspectional Services. *For buildings and other premises,* such permit shall be posted in a conspicuous place upon the exterior of the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved, *for other structures such permit shall also be posted if possible on the exterior of the structure but if not posted must be readily available for inspection.*

\* \* \* \* \*

43-26. Permit fees shall be charged [as follows:] *as stated below. The permit fee shall include the first annual or periodic inspection fee, if such inspection is required.*

- (q) Billboards, signboards, roof signs, ground signs [and], painted wall signs *and other outdoor signs, erection, installation,* construction, or alteration:

\* \* \* \* \*

SECTION 2. This ordinance shall become effective ten days after the date of its passage and due publication.

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**COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION  
AND PUBLIC UTILITIES.**

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**AMENDMENT OF MUNICIPAL CODE CHAPTER 17, SECTION 17-6.2 BY  
EXTENDING MORATORIUM ON EXPANSION OF OR ISSUANCE  
OF PERMITS FOR SANITARY LANDFILLS.**

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Energy, Environmental Protection and Public Utilities, having met on Tuesday, January 17, 1989 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance amending Chapter 17, Section 17-6.2 of the Municipal Code by extending a moratorium on expansion of or issuance of permits for sanitary landfills until February 1, 1990.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Vice-Chairman/  
Acting Chairman.*

Alderman Hansen presented the following proposed substitute ordinance:

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 relating to its government and affairs; and

WHEREAS, The City Council finds that the creation, expansion and operation of sanitary landfill sites, municipal waste incinerators, liquid waste handling facilities and transfer stations are matters affecting the public health, safety and welfare; and

WHEREAS, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites, municipal waste incinerators and liquid waste handling facilities which utilize deep well injection or landfill as a means of waste disposal, and the expansion thereof, pending further research and review of the hazards which may be posed by such creation or expansion; and

WHEREAS, The City Council has determined that development of a comprehensive solid waste management program which makes waste reduction, recycling and composting the centerpiece of such a program, and which substantially reduces use of landfills and municipal waste incinerators is necessary for the environmental and economic health, safety and welfare of the people of Chicago; and

WHEREAS, That removing certain materials from the municipal waste stream will decrease the flow of waste to sanitary landfills, aid in the conservation and recovery of valuable resources, conserve energy in the manufacturing process, increase the supply of reusable materials for the City's industries, and reduce substantially the need for municipal waste incinerators; and

WHEREAS, Municipal waste incinerators possess their own set of environmental and economic problems, ranging from the generation of toxic air pollutants and ash residue to highly uncertain future costs and revenues; and

WHEREAS, The City Council has passed an ordinance imposing a moratorium until February 1, 1989, on the creation or expansion of landfills in the City of Chicago; and

WHEREAS, The City Council finds that in the continuing interest of protecting the public health, safety and welfare it is necessary to extend the moratorium on the creation and expansion of landfills and municipal waste incinerators in the City of Chicago to allow consideration and passage of legislation and establishment of a solid waste management program reflecting the findings and policy recommendations from a comprehensive review and research of the hazards to the public health from landfills, and municipal waste incinerators, now, therefore,

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

SECTION 1. Chapter 17, Section 17-6.2 of the Municipal Code of Chicago, as amended by ordinance passed on January 30, 1987, and published at pages 39024 -- 39026 of the Journal of Proceedings of the City Council of said date, is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

17-6.2. No person shall dump or deposit or cause to be dumped or deposited anywhere within the City, *any non-hazardous waste, including but not limited to any building demolition materials, discharged solid wastes resulting from any industrial manufacturing, trade or business process, or from the development, recovery or processing of natural resources, or garbage, ashes, refuse, trash, rubbish, miscellaneous waste, liquid waste (industrial and commercial -- but not including radioactive or other hazardous waste), manure or other substance that may contain disease germs or be scattered by the wind or decompose or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or transfer station for which an annual permit has been properly issued by the Commissioner of Consumer Services. Such dumping or depositing without a permit is hereby declared to be an abatable nuisance. Said permit is required and shall be secured for the proposed deposit-site by (such) any person seeking to dump or deposit non-hazardous waste irrespective of whether the dumping or depositing (hereinabove described) takes place upon said person's own property or upon property owned by another person. The City may seek to enjoin dumping or depositing of non-hazardous waste at a site for which a permit has not been secured, and any person who violates this section shall be fined not less than \$1,000 and not more than \$1,500 and shall be subject to not more than six months in jail for each offense. Each day the waste remains dumped or deposited at an unpermitted site shall constitute a separate and distinct offense.*



Notwithstanding any other provision of this Chapter, no permit shall be issued [prior to February 1, 1989] for the operation of any new sanitary landfill site, *municipal waste incinerator*, or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, as they are defined in [Chapter 17-2.1,] Section 17-1.11 of this Code, or for the expansion of any sanitary landfill site or liquid waste handling facility, or *municipal waste incinerator* which utilizes deep well injection or a landfill as a means of waste disposal currently operating under a valid permit *until such time as 1.) the City, pursuant to the Illinois Solid Waste Planning and Recycling Act adopts a solid waste management plan that includes the financial and institutional provisions necessary to achieve recycling of 50 percent of the municipal solid waste generated within Chicago by July 1, 1994; and 2.) the City achieves a 25 percent reduction in the municipal solid waste stream through recycling programs, as verified by the Solid Waste Advisory Commission.* The Commissioner of Consumer Services shall not accept, consider or take action [prior to February 1, 1989] on any application for a permit for operation of a new sanitary landfill site, *municipal waste incinerator*, or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, or for the expansion of a sanitary landfill site, *municipal waste incinerator*, or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit, *until such time as 1.) the City, pursuant to the Illinois Solid Waste Planning and Recycling Act, adopts a solid waste management plan that includes the financial and institutional provisions necessary to achieve recycling of 50 percent of the municipal solid waste generated within Chicago by July 1, 1994; and 2.) the City achieves a 25 percent reduction in the municipal solid waste stream through recycling programs, as verified by the Solid Waste Advisory Commission.*

*For the purposes of this section, the term "incinerator" means the burning of municipal waste or fuel derived therefrom in a combustion apparatus designed to burn municipal waste that may produce electricity or steam as a by-product.*

SECTION 2. If any provision, clause, sentence, paragraph, section, part or application of this ordinance shall for any reason be adjudged by any court to be unconstitutional or invalid, the judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been passed had not such unconstitutional or invalid provision, clause, sentence, paragraph, part or application thereof not been included.

SECTION 3. This ordinance shall take effect upon its passage and approval.

Alderman Natarus moved to *Refer* the foregoing proposed substitute ordinance to the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, Soliz, Butler, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Stone -- 28.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, Sheahan, J. Evans, Krystyniak, Gutierrez, Smith, Davis, Figueroa, Eisendrath, Hansen, Shiller, Orr -- 16.

Alderman T. Evans then presented the following proposed substitute ordinance:

WHEREAS, The City of Chicago's waste disposal cost has risen from 20 Million Dollars in 1987 to 50 Million Dollars in 1989; and is projected to cost 150 Million Dollars in 1992; and

WHEREAS, The City of Chicago's current waste disposal obligation cost to each household is \$50 per year, and is projected to rise to \$200 per household in 1992; and

WHEREAS, In order to reduce this increasing burden on Chicago's households and businesses, a comprehensive waste disposal plan which links mandatory recycling with landfill management is required; and

WHEREAS, The citizens of Chicago have raised genuine concerns regarding the health threats posed by existing landfills; and

WHEREAS, The City Council finds that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites, transfer stations, and liquid waste handling facilities which utilize deep well injection or landfill as a means of waste disposal, and expansion thereof, pending research and review of the hazards which may be posed by such creation and expansion; and

WHEREAS, The present ordinance imposing a moratorium on expansion of landfills in the City of Chicago expires January 31, 1989; and

WHEREAS, The City Council finds that in the continuing interest of protecting the public health, safety and welfare it is necessary to extend the moratorium on the creation and expansion of landfills in the City of Chicago for the purpose of structuring a comprehensive waste disposal plan which considers the public health, cost efficient technologies, and mandatory citywide recycling; and

WHEREAS, The City of Chicago is a home rule unit of government pursuant to Article VII Section 6(a) of the Illinois Constitution, and as such may exercise powers and functions in furtherance of the health, safety and welfare of its citizens; now, therefore,

*Be It Ordained By the City Council of the City of Chicago:*

SECTION 1. The second paragraph of Section 17-6.2 of the Municipal Code of the City of Chicago is hereby amended by adding thereto the language in italics and deleting the bracketed language as follows:

Notwithstanding any other provision of this Chapter, no permit shall be issued prior to February 1, [1989] 1990 for the operation of any new sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, as they are defined in Chapter [17-21] 17-2.1, Section 17-1.11 of this Code, or for the expansion of any sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit. The Commissioner of Consumer Services shall not accept, consider or take action prior to February 1, [1989] 1990 on any application for a permit for operation of a new sanitary landfill or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit.

SECTION 2. A new Section 17-6.2(a) of the Municipal Code of the City of Chicago is hereby created in italics as follows:

*The city shall develop a solid waste management plan with a goal of 20% reduction of waste through recycling by the year 1992. Progress toward this goal shall be one factor to be considered in evaluation of further extension of the landfill moratorium beyond February 1, 1990.*

SECTION 3. If any provision, clause, sentence, paragraph, section or part of this ordinance shall for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgement shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

SECTION 4. This ordinance shall be effective immediately after its due passage and publication.

Alderman Natarus moved to *Refer* the foregoing proposed substitute ordinance to the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Stone -- 31.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, J. Evans, Gutierrez, Smith, Davis, Figueroa, Eisendrath, Hansen, Shiller, Orr -- 13.

Thereupon, Alderman Natarus moved to *Pass* the said proposed ordinance transmitted with the foregoing report of the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City Council finds that the creation, expansion and operation of sanitary landfill sites, liquid waste handling facilities and transfer stations are matters affecting the public health, safety and welfare; and

WHEREAS, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites and liquid waste handling facilities which utilize deep well injection or landfill as a means of waste disposal, and the expansion thereof, pending further research and review of the hazards which may be posed by such creation or expansion; and

WHEREAS, The City Council has determined that development of a comprehensive solid waste management program which utilizes waste reduction, recycling and resource recovery methods and measures, and which substantially reduces use of landfills, is necessary for the environmental and economic health, safety and welfare of the people of Chicago; and

WHEREAS, The City Council has passed an ordinance imposing a moratorium until February 1, 1989, on the creation or expansion of landfills in the City of Chicago; and

WHEREAS, The City Council finds that in the continuing interest of protecting the public health, safety and welfare it is necessary to extend the moratorium on the creation and expansion of landfills in the City of Chicago to allow consideration and passage of legislation and establishment of a solid waste management program reflecting the findings and policy recommendations from a comprehensive review and research of the hazards to the public health from landfills; now, therefore,

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

SECTION 1. Chapter 17, Section 17-6.2 of the Municipal Code of Chicago, as amended by ordinance passed on January 30, 1987, and published at pages 39024 -- 39026 of the Journal of Proceedings of the City Council of said date, is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

17-6.2. No person shall dump or deposit or cause to be dumped or deposited anywhere within the City, *any non-hazardous waste, including but not limited to* any building demolition materials, discharged solid wastes resulting from any industrial, manufacturing, trade or business process, or from the development, recovery or processing of natural resources, or garbage, ashes, refuse, trash, rubbish, miscellaneous waste, liquid waste (industrial and commercial -- but not including radioactive or *other hazardous waste*), manure or other substance that may contain disease germs or be scattered by the wind or decompose or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or transfer station for which an annual permit has been properly issued by the Commissioner of Consumer Services. Such dumping or depositing without a permit is hereby declared to be an abatable nuisance. Said permit is required and shall be secured *for the proposed deposit-site* by [such] *any person seeking to dump or deposit non-hazardous waste* irrespective of whether the dumping or depositing [hereinabove described] takes place upon said person's own property or upon property owned by another person. *The City may seek to enjoin dumping or depositing of non-hazardous waste at a site for which a permit has not been secured, and any person who violates this section shall be fined not less than \$1,000 and not more than \$1,500, and shall be subject to not more than six months in jail for each offense. Each day the waste remains dumped or deposited at an unpermitted site shall constitute a separate and distinct offense.*

Notwithstanding any other provision of this Chapter, no permit shall be issued prior to February 1, [1989,] 1990, for the operation of any new sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, as they are defined in [Chapter 17- 2.1,] Section 17-1.11 of this Code, or for the expansion of any sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit. The Commissioner of Consumer Services shall not accept, consider or take action prior to February 1, [1989] 1990, on any application for a permit for operation of a new sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, or for the expansion of a sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit.

SECTION 2. If any provision, clause, sentence, paragraph, section, part or application of this ordinance shall for any reason be adjudged by any court to be unconstitutional or invalid, the judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been passed had not such unconstitutional or invalid provision, clause, sentence, paragraph, part or application thereof not been included.

SECTION 3. This ordinance shall take effect upon its passage and approval.

*Action Deferred*-- PLACEMENT OF ADVISORY REFERENDUM ON  
1989 GENERAL ELECTION BALLOT REGARDING  
INSURANCE REFORM.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report which was, on motion of Alderman Natarus and Alderman Henry, *Deferred* and ordered published:

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Energy, Environmental Protection and Public Utilities, having met on Tuesday, January 17, 1989 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed resolution concerning the submission to the voters of the City as an advisory referendum at the general election to be held on April 4, 1989 the following question of public policy: "Should the Illinois General Assembly Adopt the Insurance Reform Act of 1989?"

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Vice-Chairman/  
Acting Chairman.*

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

WHEREAS, This body has been requested by some of its citizens to consider the submission of an advisory referendum question, as specifically set forth below, on the issue of the Insurance Reform Act of 1989; said question to be submitted to the voters at the general election scheduled for April 4, 1989; and

WHEREAS, The results of such referendum will constitute the opinion of the residents of the City of Chicago regarding the Insurance Reform Act of 1989; and

WHEREAS, The opinion of the voters of the City of Chicago on this matter is important to local public officials and state legislators in a determination of the best public policy for the people of the State of Illinois and this City; and

WHEREAS, It is deemed by the City Council to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the April 4, 1989 general election; now, therefore,

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

SECTION 1. It is the determination of the City Council of Chicago that the following question of public policy shall be submitted to the voters of this City as an advisory referendum at the general election to be held on April 4, 1989, to-wit:

"Should the Illinois General Assembly adopt the Insurance Reform Act of 1989 it would:

- 1) Establish an Illinois Good Driver Initiative by requiring insurance companies to base auto insurance rates primarily on a person's driving record;
- 2) Prohibit insurance companies from redlining, territorial rating, and arbitrarily refusing to write policies in certain areas; and
- 3) Establish a Consumer Insurance Board to monitor insurance company practices and help consumers."

SECTION 2. This referendum shall be conducted in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general elections, and in accordance with the statutes calling for the election scheduled for April 4, 1989, and providing for the pertinent publications, ballots, polling places, and election judges for the general election.

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**COMMITTEE ON LAND ACQUISITION, DISPOSITION  
AND LEASES.**

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**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-one proposed ordinances transmitted therewith, authorizing the acceptance of bids for the purchase of city-owned vacant parcels of land.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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):

*3257 -- 3259 West Adams Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Bibleway M. B. Church, c/o Reverend Lawrence J. Whaley, 641 South 18th Avenue, Maywood, Illinois 60157 to purchase for the sum of \$1,700.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 30, 1987, page 9425 described as follows:

North 39 feet 6 inches of Lots 26 and 27 in Block 3 in Central Park 2nd Addition in east half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3257 -- 3259 West Adams Street, Permanent Tax No. 16-14-212-007).

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 \$170.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*3506 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 Shamin Ahmad, 2044 North Central Park Avenue, Chicago, Illinois 60647, to purchase for the sum of \$6,100.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 30, 1987, page 9426 described as follows:

Lot 118 in the subdivision of the south quarter of the west one-third of the northeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3506 West Armitage Avenue, Permanent Tax No. 13-35-231-024).

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 \$610.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*6712 South Ashland Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Eugene Howard, 6732 South Paulina Avenue, Chicago, Illinois 60636, to purchase for the sum of \$5,200.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed July 15, 1987, pages 2305 -- 2306 described as follows:

Lot 7 in Block 13 in E. O. Lamphere's Addition to Englewood, a subdivision of Blocks 1 to 15 and north half of Block 16 in Sea's Subdivision of the east half of the southeast quarter of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6712 South Ashland Avenue, Permanent Tax No. 20-19-407-028).

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 \$520.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*1912 South Blue Island Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Ricardo Garcia, 1701 West 47th Street, Chicago, Illinois 60609, to purchase for the sum of \$7,500.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed November 18, 1984, page 11218 described as follows:

Lot 5 in Kasper's Subdivision of that part of Block 11 West of Blue Island Avenue in Johnston & Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1912 South Blue Island Avenue, Permanent Tax No. 17-20-320-003).

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 \$1,270.00 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.

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*1529 North Bosworth Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Urbanscape, Incorporated, 645 North Michigan Avenue, Suite 530, Chicago, Illinois 60611, to purchase for the sum of \$12,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 30, 1987, page 9428 described as follows:

Lot 24 in Starr's Subdivision of the southeast quarter of Block 5 in Canal Trustee's Subdivision of the west part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1529 North Bosworth Avenue, Permanent Tax No. 17-05-101-019).

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 \$1,200.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*1628 North Bosworth Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Urbanscape, Incorporated, 645 North Michigan Avenue, Suite 530, Chicago, Illinois 60611, to purchase for the sum of \$30,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 30, 1987, page 9427 described as follows:

Lot 48 in Sub Block 2 in Chicago Distilling Company's Subdivision of Block 19 in Sheffield's Addition to Chicago in Sections 31 and 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1628 North Bosworth Avenue, Permanent Tax No. 14-32-312-028).

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 \$3,000.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*1132 North 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 Guy Rocco, 1138 North California Avenue, Chicago, Illinois 60622, to purchase for the sum of \$4,200.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 30, 1987, page 9421 described as follows:

Lot 5 in Block 1 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7 to 11, 13, 14, 15 and Lots 2, 4 and 5 of Block 7 in Carter's subdivision of Blocks 1 to 4 and 7 of Clifford's Add'n. to Chicago, a subdivision of the east half of the southwest quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian (except the east half of the southeast quarter of the southeast quarter) in Cook County, Illinois (commonly known as 1132 North California Avenue, Permanent Tax No. 16-01-304-028).

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 \$420.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*1221 -- 1223 North California Avenue/  
2741 -- 2743 West Crystal Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Virgilio and Enid Diaz, his wife, as joint tenants, not as tenants in common, 1219 North California Avenue, Chicago, Illinois 60622, to purchase for the sum of \$13,000.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed June 26, 1985, pages 18350 -- 18351 described as follows:

Lots 17 and 18 in Block 7 in Humboldt Park Residence Association Subdivision of the southwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1221 -- 1223 North California Avenue/2741 -- 2743 West Crystal Avenue, Permanent Tax Nos. 16-01-230-001 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 \$1,300.00 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.

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*2128 West Churchill Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Urbanscape, Incorporated, 645 North Michigan Avenue, Chicago, Illinois 60611, to purchase for the sum of \$16,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 30, 1987, pages 9427 -- 9428 described as follows:

Lot 14 in Block 17 in Pierce's Addition to Holstein in the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2128 West Churchill Street, Permanent Tax No. 14-31-316-030).

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 Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*3627 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 Manasseh Maltbia, 4104 South Michigan Avenue, Chicago, Illinois 60619, to purchase for the sum of \$7,301.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed November 10, 1987, pages 6112 -- 6113 described as follows:

Lot 3 in James H. Fisk's Subdivision of Lots 60 and 61 in the east part of Ellis's Add'n. to Chicago in the north half of the southeast quarter of the Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3627 South Cottage Grove Avenue, Permanent Tax No. 17-34-409-011).

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 \$731.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*1639 North Honore Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Marc Sussman, Eric and Michael Parfenoff, Ian Cordwell, 1715 North Honore Street, 1723 North Honore Street, 1747 North Honore Street and 1944 North Honore Street, Chicago, Illinois 60622, to purchase for the sum of \$41,000.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed July 15, 1987, page 2273 described as follows:

Lot 69 in Subdivision of Block 35 in Sheffield Addition in the southeast quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1639 North Honore Street, Permanent Tax No. 14-31-427-010).

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 \$4,100.00 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.

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*4531 -- 4533 North Keokuk Avenue.*

*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 \$43,660.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed November 10, 1987, page 6103 described as follows:



Lots 19 and 20 in Block 19, in John Miller's Addition to Irving Park in the northeast quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4531 -- 4533 North Keokuk Avenue, Permanent Tax No. 13-15-224-007).

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 \$4,366.00 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.

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*7641 -- 7643 South Kingston Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Morris C. L. Scruggs, 7645 South Kingston Avenue, Chicago, Illinois 60649, to purchase for the sum of \$4,800.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed July 15, 1987, page 2301 described as follows:

The north half of Lot 23 and all of Lot 24 in Block 8 in South Shore Park, being a subdivision of the west half of the southwest quarter of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7641 -- 7643 South Kingston Avenue, Permanent Tax No. 21-30-310-008).

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 \$580.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*2429 West Madison Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert Schuman, 7851 North Karlov, Skokie, Illinois 60026, to purchase for the sum of \$4,500.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed November 28, 1984, page 11225 described as follows:

Lot 12 in Wilcox Subdivision of 5 acres of the east half of the northeast quarter of the northeast quarter of the northeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2429 West Madison Street, Permanent Tax No. 16-13-203-010).

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 \$450.00 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.

*6330 South Maryland Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Willie James and Margaret Ann James, his wife, as joint tenants not as tenants in common, 6332 South Maryland Avenue, Chicago, Illinois 60637, to purchase for the sum of \$3,750.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed July 15, 1987, pages 2308 -- 2309 described as follows:

Lots 40 and 41 in Block 2 of Snow and Dickenson's Subdivision of Blocks 1, 2 and 3 in William Hale Thompson's Addition to Chicago in the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6330 South Maryland Avenue, Permanent Tax No. 20-23-100-009).

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 Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*3444 West North Avenue/1608 -- 1612 North St. Louis Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Ray Rivera, divorced, not since married, 3446 West North Avenue, Chicago, Illinois 60647, to purchase for the sum of \$7,200.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed April 1, 1987, page 40909 described as follows:

Lot 18 in C. B. Simon's Resubdivision of Block 20 in E. Simmons' Original Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3444 West North Avenue/1608 -- 1612 North St. Louis Avenue, Permanent Tax No. 13-35-419-044).

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 \$720.00 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.

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*1241 -- 1243 North Paulina Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of ADMC, Incorporated, 5712 South Whipple Street, Chicago, Illinois 60629, to purchase for the sum of \$15,000.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed June 12, 1987, page 9420 described as follows:

Lots 68 and 69 in Moorman's Addition to Chicago, being a subdivision in the east half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1241 -- 1243 North Paulina Street, Permanent Tax Nos. 17-06-235-016 and 105).

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 \$1,500.00 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.

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*7200 -- 7206 South Princeton Avenue/305 -- 307  
West 72nd Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Nathan Smith, 7210 South Princeton Avenue, Chicago, Illinois 60621, to purchase for the sum of \$12,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed September 9, 1987, page 3388 described as follows:

Lots 1 and 2 in Eggleston's Second Subdivision in the north half of the northeast quarter of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7200 -- 7206 South Princeton Avenue/305 -- 307 West 72nd Street, Permanent Tax Nos. 20-28-209-015 and 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 \$1,200.00, submitted by said bidder to the Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*7259 South Racine Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Birdia B. Cotton, 7257 South Racine Avenue, Chicago, Illinois 60636, to purchase for the sum of \$4,300.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed July 15, 1987, page 2294 described as follows:

Lot 25 in Block 3 in E. M. Condit's Subdivision of the west half of the northwest quarter of the northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7259 South Racine Avenue, Permanent Tax No. 20-29-208-022).

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 \$430.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1711 North Sheffield Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Steven Edelson, 32 West Washington Street, Chicago, Illinois 60602, to purchase for the sum of \$31,000.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed December 10, 1986, pages 37940 -- 37941 described as follows:

Lot 79 in Winston's Subdivision of Block 7 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1711 North Sheffield Avenue, Permanent Tax No. 14-32-423-010).

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 \$3,100.00 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.

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4447 South Stewart Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Cedell Johnson, 350 West 45th Street, Chicago, Illinois 60609, to purchase for the sum of \$1,401.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed July 15, 1987, pages 2303 -- 2304 described as follows:

Lot 25 in Block 9 in Van H. Higgins' Subdivision of 25 acres south and adjoining the north 60 acres of the southeast quarter of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4447 South Stewart Avenue, Permanent Tax No. 20-04-414-008).

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 \$140.10 submitted by said bidder to the Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*2906 -- 2908 West Van Buren Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Chicago Title & Trust Company, Under Trust Number 55581, 111 West Washington Street, Chicago, Illinois 60602, to purchase for the sum of \$5,900.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 10, 1987, page 37939 described as follows:

Lots 24 and 25 in Block 3 in James Couch's Subdivision of the north half of the south half of the northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2906 -- 2908 West Van Buren Street, Permanent Tax Nos. 16-13-122-031 and 030).

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 \$590.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.



*7255 -- 7261 South Vincennes Avenue/  
146 -- 148 West 73rd Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Vincent Casboni, Matthew Casboni, Anthony Casboni, Jr. as joint tenants, 7251 South Vincennes Avenue, Chicago, Illinois 60621, to purchase for the sum of \$20,000.00, the city- owned vacant property, permission to advertise pursuant to Council ordinance passed July, 15, 1987, pages 2289 -- 2290 described as follows:

Lots 21, 22 and 23 in Block 14 in Eggleston's Second Subdivision, being a subdivision of the north half of the northeast quarter (except the north half of the north half of the north half of said northeast quarter heretofore subdivided as Eggleston's Subdivision in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7255 -- 7261 South Vincennes Avenue/146 -- 148 West 73rd Street, Permanent Tax No. 20-28-213-014).

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 \$4,000.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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 bidder(s) for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1800 West Wabansia Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Marc Sussman, Eric and Michael Parfenoff and Ian Cordwell, 1715 North Honore Street, 1723 North Honore Street, 1747 North Honore Street and 1944 North Honore Street, Chicago, Illinois 60622, to

purchase for the sum of \$41,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed November 10, 1987, page 6111 described as follows:

Lot 19 in E. R. Smith's Subdivision of Block 34 in Sheffield's Addition to Chicago of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1800 West Wabansia Avenue, Permanent Tax No. 14-31-419-049).

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 \$4,100.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*1835 West Wabansia Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Marc Sussman, Eric and Michael Parfenoff, and Ian Cordwell, 1715 North Honore Street, 1723 North Honore Street, 1747 North Honore Street and 1944 North Honore Street, Chicago, Illinois 60622, to purchase for the sum of \$41,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed November 10, 1987, pages 6110 -- 6111 described as follows:

Lot 11 in Block 35 in Sheffield's Addition to Chicago in the southwest quarter of the southeast quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1835 West Wabansia Avenue, Permanent Tax No. 14-31-426-028).

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 \$4,100.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*3838 South Wabash Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Anthony F. Johnson, 4343 North Clarendon Avenue, Apt. 1309, Chicago, Illinois 60613, to purchase for the sum of \$5,500.00, the city-owned vacant property, previously advertised pursuant to Council ordinance passed July 15, 1987, page 2304 described as follows:

the south 25 feet of Lot 1 in Block 3 in Page's Subdivision of the south 10 acres of the west half of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3838 South Wabash Avenue, Permanent Tax No. 17-34-321-032).

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 \$550.00 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.

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*1858 North Washtenaw Avenue/  
2701 -- 2711 West Cortland Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Mark Krastof, 2708 West Cortland Street, Chicago, Illinois 60647, to purchase for the sum of \$4,278.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed January 16, 1987, pages 38819 -- 38820 described as follows:

Lot 1 in Block 1 in Peugeot's Subdivision of the north half of Block 3 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1858 North Washtenaw Avenue/2701 -- 2711 West Cortland Street, Permanent Tax No. 13-36-410-024).

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 \$427.80 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

*1647 -- 1649 North Winchester Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Steven R. Greenberger, 3741 North Clifton Avenue, Chicago, Illinois 60613, to purchase for the sum of \$82,320.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed November 10, 1987, pages 6102 -- 6103 described as follows:

Units 1, 2, 3, 4, 5 and 6 in the Winloft Condominiums, together with an undivided 100 percent interest in the common elements as defined and delineated in the declaration recorded as Doc. No. 25636399 in Lots 65 and 66 in Block 36 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1647 -- 1649 North Winchester Avenue, Permanent Tax No. 14-31-425-052 (Units 1001 to 1006)).

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 \$8,232.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*1639 North Wolcott Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Urbanscape, Incorporated, 645 North Michigan Avenue, Chicago, Illinois 60611, to purchase for the sum of \$36,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed November 10, 1987, page 6110 described as follows:

Lot 25 in Smith's Subdivision of Block 25 in Sheffield's Addition to Chicago in the southeast quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1639 North Wolcott Avenue, Permanent Tax No. 14-31-426-010).

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 \$3,600.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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336 -- 346 East 43rd Street/  
4247 -- 4249 South Calumet Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Perla Quipse, 4303 South Martin Luther King Drive, Chicago, Illinois 60653, to purchase for the sum of \$28,100.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed December 30, 1987, page 9411 described as follows:

Lots 8, 9, 10, 11 and 12 in subdivision of Lots 25 to 36, inclusive, and Lots 61 through 72 in A. J. Averell's Subdivision of the southeast quarter of the southeast quarter of the northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 336 -- 346 East 43rd Street/4247 -- 4249 South Calumet Avenue, Permanent Tax No. 20-03-123-018).

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 \$2,810.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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*1438 West 61st Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Tabernacle of Life in Holiness Church, P.O. Box 17588, Chicago, Illinois 60617, to purchase for the sum of \$9,000.00, the city-owned vacant property, permission to advertise pursuant to Council ordinance passed June 5, 1987, page 1098 described as follows:

Lots 17, 18 and 19 in subdivision of the west half of the southeast quarter of northwest quarter of the southwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian (except the east 33 feet, the west 33 feet, and the south 33 feet thereof) in Cook County, Illinois (commonly known as 1438 West 61st Street, Permanent Tax Nos. 20-17-310-038-039 and 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 \$900.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

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BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY  
REJECTED AND AUTHORITY GRANTED TO  
RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith; rejecting bids for purchase of specified city-owned vacant property and authorizing the Department of General Services to re-advertise the same for sale.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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):

*6758 South Ada Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Prayer Tower, C.O.G.I.C., 6800 South Loomis Boulevard, Chicago, Illinois 60636, to purchase for the sum of \$200.00, the city-owned vacant property, previously advertised pursuant to Council authority passed June 5, 1987, page 1103.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services, is authorized to re-advertise for sale the following 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. Said parcel is described as follows:

Lot 167 in Weddell and Cox Addition to Englewood, a subdivision of the east half of the southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6758 South Ada Street, Permanent Tax No. 20-20-304-045).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1310 -- 1318 West Devon Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Weinstein Brothers, Incorporated, 1300 West Devon Avenue, Chicago, Illinois, to purchase for the sum of \$25,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed May 11, 1986, pages 13143 -- 13145.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services, is authorized to re-advertise for sale the following 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. Said parcel is described as follows:

Lots 19, 20 and 21 in Block 4 in A. T. Galts Edgewater Golf Division Subdivision of the south 30 acres of the east half of the southwest quarter of Section 32, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1310 -- 1318 West Devon Avenue, Permanent Tax No. 11-32-329-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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1226 -- 1232 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of Lawndale Christian Reformed Church, 1241 South Pulaski Road, Chicago, Illinois 60623, to purchase for the sum of \$2,500.00, the city-owned vacant property, previously advertised pursuant to Council authority passed March 9, 1983, page 16309.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services, is authorized to re-advertise for sale the following 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. Said parcel is described as follows:

Lots 40, 41 and (except north 3 feet) Lot 42 in Block 1 in Wm. A. Merigolds Resubdivision of the north 50 acres of east half of northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1226 -- 1232 South Pulaski Road, Permanent Tax No. 16-22-207-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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EXCHANGE OF PROPERTIES BETWEEN CITY OF CHICAGO  
AND CHICAGO DOCK AND CANAL TRUST.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith,

approving the exchange of properties between the City of Chicago and the Chicago Dock and Canal Trust necessary for improvement of North Lake Shore Drive.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 (the "City") owns a parcel of real estate comprising approximately 1,408 square feet located near the intersection of East North Water Street and North Lake Shore Drive, legally described on Exhibit A attached hereto and made a part hereof, said parcel referred to herein as the "City Parcel"; and

WHEREAS, Chicago Dock and Canal Trust owns a parcel of real estate comprising approximately 1,490 square feet located near the intersection of East North Water Street and North Lake Shore Drive, legally described on Exhibit B attached hereto and made a part hereof, said parcel referred to herein as the "Chicago Dock Parcel"; and

WHEREAS, The City Parcel is currently vacant and unused and the City has no current plans for its use; and

WHEREAS, The Chicago Dock Parcel is situated at the right-of-way for the access road to North Lake Shore Drive in connection with the North Lake Shore Drive improvements; and

WHEREAS, In the opinion of the City Council, the City Parcel is no longer needed by the City for the public interest; and

WHEREAS, It is proposed that the City convey the City Parcel to the Chicago Dock and Canal Trust in exchange for the conveyance to the City of the Chicago Dock Parcel by the Chicago Dock and Canal Trust; and

WHEREAS, Exchange by the City of the City Parcel for the Chicago Dock Parcel will prove useful to the City, will serve the public interest, and will be for the public purpose of facilitating the construction of the North Lake Shore Drive improvements; and

WHEREAS, The City Parcel and the Chicago Dock Parcel are of approximately equal total value, as determined by the City Council, taking into consideration the long term best interest of the public; and

WHEREAS, It is proposed that the conveyance of the City Parcel to the Chicago Dock and Canal Trust in exchange for the conveyance of the Chicago Dock Parcel to the City shall be for no additional consideration from the City to Chicago Dock and Canal Trust or from Chicago Dock and Canal Trust to the City; and

WHEREAS, Sections 11-76.2-1 through 11-76.2-4 of the Illinois Municipal Code (Ill. Rev. Stat. 1985 Ch. 24, Pars. 11-76.2-1 through 11-76.2-4) set forth the provisions governing the exchange of City real estate for private real estate; and

WHEREAS, The provisions of the Illinois Municipal Code hereinabove referred to require that a public hearing be authorized by three-fourths of the corporate authorities and that said public hearing is a prerequisite for an exchange of real estate; and

WHEREAS, A public hearing on the proposed exchange and conveyance of real estate was duly held on \_\_\_\_\_, 1988, pursuant to the provisions of the Illinois Municipal Code hereinabove referred to; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as findings of this body and are incorporated herein by this reference.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from Chicago-Dock and Canal Trust for the real property legally described on Exhibit B, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. The Mayor is authorized to execute, and the City Clerk to attest, a quit claim deed to Chicago Dock and Canal Trust for the real property legally described on Exhibit A, subject to the approval of the Corporation Counsel as to form and legality.

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

*Exhibit "A".*

*Legal Description -- City Parcel.*

A part of the former lighthouse site adjoining the easterly and southerly lines of Block 15 in Cityfront Center, being a resubdivision in the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the most easterly southeast corner of said Block 15, and running thence West along a straight line parallel with the north line of said Block 15 (said straight line intersecting the west line of said Block 15 at a point 177.45 feet south of the northwest corner thereof), a distance of 92.895 feet to an intersection with an easterly line of said Block 15, said easterly line being also the westerly line of said former lighthouse site; thence Northeastwardly along said easterly line of Block 15, a distance of 32.286 feet to an intersection with a southerly line of said Block 15, said intersection being the northwest corner of said former lighthouse site; and thence Southeastwardly along said southerly line of Block 15, said southerly line being also the northerly line of said former lighthouse site, a distance of 87.19 feet to the point of beginning, in Cook County, Illinois, containing 1,408 square feet of land, more or less.

*Exhibit "B".*

*Legal Description -- Chicago Dock Parcel.*

Parcel 1.

That part of the south half of the Ogden Slip lying north of and adjoining Block 17 in Cityfront Center, being a resubdivision in the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the northwest corner of said Block 17, being a point on the south line of said Ogden Slip (said south line having a bearing of north 89 degrees 43 minutes 39 seconds east, assumed) and running thence North 08 degrees 16 minutes 00 seconds east, a distance of 66.889 feet to the centerline of the aforesaid Ogden Slip; thence East along said centerline, having a bearing of north 89 degrees 26 minutes 23 seconds east, a distance of 14.608 feet; thence Southwestwardly along a straight line a distance of 67.759 feet, to an intersection with the south line of said Ogden Slip, at a point 10.181 feet (measured along said south line) east from the northwest corner of Block 17 aforesaid; and thence West along said south line, being also the north line of Block 17, aforementioned, said distance of 10.181 feet to the point of beginning, in Cook County, Illinois, containing 820 square feet of land, more or less, formerly described as:

That part of the south half of the Ogden Slip lying north of Lot 26 in Chicago Dock and Canal Company's Resubdivision of their subdivision of original Water Lot 35 and accretion thereto, all of Block 8 and accretion, and that part of Block 19 lying east of Sub-Block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the County of Cook, State of Illinois, and described as follows:

Beginning at a point on the north line of Lot 26, having a bearing of north 89 degrees 43 minutes 39 seconds east (assumed) which is 102.33 feet east of the northwest corner of Lot 27; thence North 8 degrees 16 minutes 00 seconds east a distance of 66.889 feet to the center line of the aforesaid Ogden Slip; thence East along said center line having a bearing of north 89 degrees 26 minutes 23 seconds east a distance of 14.608 feet; thence South 11 degrees 51 minutes 35 seconds west a distance of 67.759 feet to the north line of Lot 26; thence West along said north line of Lot 26 a distance of 10.181 feet to the point of beginning.

Also

Parcel 2.

That part of Block 17 in Cityfront Center, being a resubdivision in the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the northwest corner of said Block 17, and running thence East along the north line of said Block 17, a distance of 10.181 feet; thence Southwestwardly along a straight line, a distance of 134.618 feet, to an intersection with the westerly line of said Block 17, at a point 132.833 feet (as measured along said westerly line) southerly from said northwest corner of Block 17; and thence Northwardly along said westerly line of Block 17, said distance of 132.833 feet to the point of beginning, in Cook County, Illinois, containing 670 square feet of land more or less, formerly described as:

That part of Lots 26 and 27 in Chicago Dock and Canal Company's Resubdivision of their subdivision of original Water Lot 35 and accretion thereto, all in Block 8 and accretion, and that part of Block 19 lying east of Sub-Block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the County of Cook, State of Illinois, bounded and described as follows:

Beginning at a point on the north line of said Lot 26, having a bearing of north 89 degrees 43 minutes 39 seconds east (assumed) which is 102.33 feet east of the northwest corner of said Lot 27; thence continuing East along said north line of Lot 26 a distance of 10.181 feet; thence South 11 degrees 57 minutes 48 seconds west a distance of 134.618 feet; thence North 7 degrees 39 minutes 45 seconds east a distance of 132.833 feet to the point of beginning.

EXCHANGE OF PROPERTIES BETWEEN CITY OF CHICAGO  
AND CHICAGO TRANSIT AUTHORITY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the exchange of specified parcels of property between the City of Chicago and Chicago Transit Authority to relieve traffic congestion and facilitate continued economic development in the Chicago-Austin Blighted Commercial Area.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 has been granted authority as a home rule unit under the 1970 Constitution of the State of Illinois; and

WHEREAS, The City of Chicago has acquired that certain parcel of land ("Parcel 1") commonly known as 5952 -- 5968 West Chicago Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Chicago Transit Authority has acquired that certain parcel of land ("Parcel 2") commonly known as 5905 -- 5921 West Chicago Avenue, Chicago, Illinois and legally described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, The City has constructed a bus turnaround and other improvements on Parcel 1; and

WHEREAS, The Chicago Transit Authority and the Commercial District Development Commission mutually agree that the relocation of C.T.A. facilities from Parcel 2 to Parcel 1 will relieve traffic congestion in the area and facilitate the continued economic development of commercial businesses throughout the Chicago-Austin neighborhood; and

WHEREAS, To facilitate the above mentioned economic development and to ease traffic congestion, the Chicago Transit Authority and the Commercial District Development Commission mutually propose that Parcels 1 and 2 be exchanged between the parties for no monetary compensation, whereby Parcel 1 shall be acquired by the C.T.A. from the City and Parcel 2 shall be acquired by the City from the C.T.A.; and

WHEREAS, The Commercial District Development Commission has approved the above exchange of parcels by Resolution 87-CDDC-6 dated May 26, 1987; and

WHEREAS, The Chicago Transit Board of the Chicago Transit Authority has approved the above exchange of parcels by Ordinance No. 86-94 dated July 2, 1986, as amended by Ordinance No. 88-72 dated June 1, 1988; and

WHEREAS, The above exchange will benefit the public; now, therefore,

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

SECTION 1. The City Council hereby approves an exchange of properties between the City of Chicago and the Chicago Transit Authority and finds that such exchange pertains to the local government and affairs of the City of Chicago.

SECTION 2. The Acting Mayor and the City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to Parcel 1 to the Chicago Transit Authority upon the approval of the Corporation Counsel as to form and legality. Parcel 1 is legally described in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 3. The City is authorized to accept a quitclaim deed conveying all title and interest of the Chicago Transit Authority in and to Parcel 2 to the City of Chicago subject to the approval of the Corporation Counsel as to form and legality. Parcel 2 is legally described in Exhibit B attached hereto and incorporated herein by this reference.

SECTION 4. This ordinance shall be in effect from and after its passage.

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

*Exhibit "A".*

Parcel 1.

The east half of Lot 18 in Block 4 of Dickey and Baker's Addition to Austin in the southeast quarter of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; and

Lots 15, 16, 17 and the west half of Lot 18 in Block 4 in Dickey and Baker's Addition to Austin Subdivision of the west 23.52 acres of the southwest quarter of the southeast quarter of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



*Exhibit "B".*

Parcel 2.

Lots 210, 211, 212, 213 and the east 30 feet of Lot 214 in Austin's Second Addition to Austinville, being a subdivision of the west half of the southeast quarter and the west half of the northeast quarter (except the east 15 acres) in the north half of the west half of the northeast quarter and railroad right of way, all in Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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EXECUTION OF INTERGOVERNMENTAL AGREEMENT TO  
EFFECTUATE TRANSFER OF PROPERTY  
BETWEEN CITY OF CHICAGO  
AND COUNTY OF COOK.

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 an intergovernmental agreement for the transfer of certain property between the City of Chicago and the County of Cook for expansion of the correctional facilities located near West 31st Street and South Sacramento Avenue.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 County of Cook desires to acquire a tract of land owned by the City of Chicago for the purpose of expanding its correctional facilities located in the vicinity of 31st Street and Sacramento Avenue; and

WHEREAS, The City is willing to convey its interest in the tract of land in exchange for a neighboring tract of land of substantially the same size and value; and

WHEREAS, It is necessary and convenient for the City to use, occupy or improve the tract of land to be conveyed by the County; now, therefore,

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest on behalf of the City of Chicago, an Intergovernmental Agreement to Effectuate the Transfer of Property between the City of Chicago and the County of Cook. The Agreement shall be subject to the approval of the Corporation Counsel, and shall be substantially in the form attached hereto.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest a quitclaim deed to the County of Cook for the real property legally described on Exhibit "1" attached hereto, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. The City of Chicago is authorized to accept a quitclaim deed from the County of Cook for the real property legally described on Exhibit "2" attached hereto, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 4. This ordinance shall be effective upon its passage.

[Blueprints omitted for printing purposes but on file and  
available for public inspection in the Office of the  
City Clerk.]

Intergovernmental Agreement and Exhibits "1" and "2" attached to this ordinance read as follows:

*Intergovernmental Agreement To Effectuate  
Transfer Of Property.*

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 1988, by and between the County of Cook ("County") and the City of Chicago ("City").

*Witnesseth:*

Whereas, the parties desire to facilitate the transfer of ownership of certain real properties between the County and the City; and

Whereas, the City owns 321,479 square feet of real property (hereinafter Parcel "A") on behalf of the City of Chicago, Department of Water ("Water Department"), located north of and adjacent to West 31st Street and East of Sacramento Avenue, legally described on Exhibit 1 attached hereto and made a part hereof; and

Whereas, Parcel "A" has been developed with certain site improvements and is being used by the Water Department to store water pipe, pipe fittings and miscellaneous materials, and is also being used by the City of Chicago, Department of General Services ("General Services") as a salvage yard; and

Whereas, the County desires to acquire Parcel "A" to be used in connection with the operations of the Cook County Department of Corrections; and

Whereas, the County owns 327,756.11 square feet of real property (hereinafter Parcel "B"), located north of 31st Street, bounded on the east by the Penn. Central Railroad right of way, and on the west by a private roadway (Rockwell Street), legally described on Exhibit 2 attached hereto and made a part of; and

Whereas, Parcel "B" is currently unimproved but is capable of development for use comparable to the current use of Parcel "A"; and

Whereas, the City agrees to accept Parcel "B" in exchange for Parcel "A", if certain site improvements are made to permit the use of Parcel "B" by the Water Department and General Services comparable to the current use of Parcel "A"; and

Whereas, the County agrees to make specified site improvements to Parcel "B" and to pay certain costs related to relocating the City from Parcel "A"; and

Whereas, the City agrees to transfer ownership of Parcel "A" to the County, and the County agrees to transfer ownership of Parcel "B" to the City; and

Whereas, the 1970 Illinois Constitution, Article VII, Section 10, permits units of local government to cooperate together in the performance of their responsibilities by contracts and agreements.

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

1.0 Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein with the same force and effect as if set forth herein as agreements of the parties.

2.0 Conveyance, Title, Survey And Appraisal Pertaining To Parcel "B".

The County agrees, at its sole cost and expense, to provide the City with the following documentation:

- 2.1 A quitclaim deed from the County conveying Parcel "B" to the City on behalf of the Water Department.
- 2.2 A title commitment prepared by a reputable title company showing the County's ownership of Parcel "B" as well as any and all encumbrances, liens and clouds on title.
- 2.3 A plat of survey fully describing Parcel "B" prepared by a certified land surveyor.
- 2.4 A real estate appraisal prepared by a qualified M.A.I. appraiser.
- 3.0 Site Improvements To Parcel "B".

The County agrees at its sole cost and expense, to make the following site improvements to Parcel "B" in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit 3:

- 3.1 Parcel "B" shall be excavated and filled with eight (8) inches of well-graded, compacted, crushed stone having a top size of three (3) inches and no more than 25% passing the 200 sieve. The grade shall be compatible with adjacent pavement grades bordering the property (Rockwell Street and 31st Boulevard). The roadway surfaces shall be coated with emulsified asphalt.
- 3.2 Electrical and telephone service shall be brought into Parcel "B" in close proximity to the two gates described in Section 4.3, below. Security lighting within the site shall consist of not less than ten (10) City of Chicago standard street lamps.
- 3.3 At each gate location, a concrete drive approximately thirty (30) feet wide and minimum of nine (9) inches thick shall be provided.
- 3.4 The County shall install water service to Parcel "B" from the water main located in Rockwell Street.
- 3.5 The County shall install a sewer system for sanitary service and drainage of Parcel "B".
- 3.6 The County shall relocate all pipe and fittings, as well as General Services' trailer, scale and salvage presently located on Parcel "A".

4.0 Reimbursable Expenses.

The County agrees to reimburse the City in a timely manner for the cost of the following items:

- 4.1 An eight (8) foot high cyclone fence with three (3) strands of barbed wire along the top enclosing Parcel "B".
- 4.2 A secondary eight (8) foot high cyclone fence located in a due east and west direction approximately 178 feet south of the property's north boundary line. This fence will enclose approximately 100,000 square feet to be used by General Services as a salvage yard.
- 4.3 Two 24-foot wide remote operated gates servicing two fence openings. The gates will be located twenty (20) feet north and twenty (20) feet south of the due east and west fence (178 feet south of Parcel "B"s north boundary line). The gates shall front on Rockwell Street.
- 4.4 Soil borings and testing of the subsurface of Parcel "B".
- 4.5 A suitable trailer to be used by the Water Department.
- 4.6 All other reasonable costs incurred as a result of the relocation to Parcel "B", including, but not limited to, engineering and administrative costs and site inspections.

5.0 Access To Parcel "B".

The County agrees to the following terms and conditions pertaining to access to Parcel "B":

- 5.1 Ingress and egress rights for use of private Rockwell Street roadway pavement shall be in perpetuity along the complete length of Parcel "B" (1,700 feet north of West 31st Boulevard), or until the roadway is dedicated as a public way.
  - 5.2 The County shall maintain the Rockwell Street roadway in good condition in perpetuity or until the roadway is dedicated as a public way.
  - 5.3 The foregoing conditions pertaining to access are non-transferable.
- 6.0 Conveyance And Evidence Of Title For Parcel "A".

- 6.1 The City, on behalf of the Water Department, shall convey Parcel "A" to the County by quitclaim deed.
- 6.2 All costs associated with preparing a title search, plat of survey and appraisal for Parcel "A" shall be paid by the County.
- 7.0 Time For Performance.
- 7.1 The City agrees that upon the satisfactory completion of the required improvements to Parcel "B" and upon full reimbursement for all costs expended by the City, the Water Department and General Services will promptly vacate Parcel "A".
- 7.2 The City and the County agree to use their best efforts to complete the site improvements set forth above in a timely fashion. Delays in performance by either party due to weather may be anticipated and shall not be a cause for invalidating this Agreement.
- 8.0 Tax Division.

Promptly after the parcels are conveyed to the respective parties, the County shall take whatever steps are necessary to cause a tax division of Parcels "A" and "B", if necessary. The City agrees to cooperate with the County to the fullest extent possible.

9.0 Notices.

All notices to be given by one party to the other under this Agreement shall be in writing and delivered in person or by certified mail, return receipt requested, postage prepaid, as follows:

To The County:

Attention: Secretary of the Cook  
County Board of Commissioners  
Room 567  
118 North Clark Street  
Chicago, Illinois 60602

To The City:

Department of Water  
Samuel W. Hurley, Jr.  
Commissioner  
1000 East Ohio Street  
Chicago, Illinois 60611

Department of General Services  
Kari Moe  
Commissioner  
320 North Clark Street  
Room 505  
Chicago, Illinois 60610

- 10.0 Miscellaneous.
- 10.1 Sectional headings in this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms.
- 10.2 This Agreement shall not be effective until it is properly executed and delivered by all parties hereto.
- 10.3 No modification, waiver or amendment of this Agreement, or any of its conditions or provisions, shall be binding on the parties unless such modification, waiver or amendment is in writing and signed by all parties.
- 10.4 Time is of the essence of this Agreement.

In Witness Whereof, the parties have executed and delivered this Agreement at Chicago, Illinois as of the date first above written.

[Signature forms omitted for printing purposes.]

*Exhibit 1.*

A parcel of land in the east half of the southwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the intersection of the north line of the south 33 feet and the east line of the west 33 feet of said east half of the southwest quarter; then due North on said east line, a distance of 462.50 feet to the southwesterly corner of the property conveyed by the City of Chicago to the County of Cook by deed recorded February 27, 1975, as Document Number

23007752; thence North 61 degrees 23 minutes west along said deed line, a distance of 267.70 feet to a point in a line that is 268 feet due east of said west line of said east half of southwest quarter and the point of beginning of the tract to be described herein; thence due South, parallel to said west line of said east half of the southwest quarter, a distance of 351.87 feet to a point that is 271 feet due north of said south line of said premises; thence South 38 degrees 51 minutes 20 seconds west, a distance of 167.37 feet to a point that is 141.0 feet due north of said south line and 163.0 due east of said west line of said east half of the southwest quarter; thence due South parallel to said west line of said east half of the southwest quarter, a distance of 108.0 feet to a point in the said north line of the south 33 feet of said east half of the southwest quarter; then North 89 degrees 46 minutes 37 seconds east along the north line of said south 33 feet, a distance of 493.06 feet; thence North 00 degrees 26 minutes 12 seconds east, a distance of 220.50; thence South 89 degrees 21 minutes 30 seconds west, a distance of 53.15 feet, then North 00 degrees 14 minutes 18 seconds east, a distance of 108.66 feet; thence North 89 degrees 55 minutes 11 seconds east, a distance of 39.80 feet; thence North 01 degrees 17 minutes 26 seconds east, a distance of 103.21 feet; thence North 44 degrees 25 minutes 08 seconds east, a distance of 171.29 feet; thence North 04 degrees 10 minutes 41 seconds east, a distance of 315.10 feet to its intersection with the southerly line of the property as conveyed by the City of Chicago to the County of Cook per deed recorded February 27, 1975, as Document Number 23007752; thence South 61 degrees 29 minutes 30 seconds west along the line of property as conveyed, a distance of 22.62 feet; thence North 28 degrees 30 minutes 30 seconds west along the line of property, a distance of 3.00 feet; thence South 61 degrees 29 minutes 30 seconds west along the line of property as conveyed, a distance of 569.78 to the point of beginning; containing 321,479.6 square feet, and lying adjacent to the south end of the Cook County Department of Corrections facility.

*Exhibit 2.*

That part of the southeast quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois, described as follows:

Commencing at the point of intersection of a line drawn parallel with and 973.24 feet north of the south line of said southeast quarter (said line being the north line of land conveyed to the Chicago and Illinois Western Railroad, dated May 23, 1907 as Document Number 4040913) with the west line of said railway; thence South 89 degrees 48 minutes 58 seconds west on last described parallel line a distance of 15.00 feet to the point of beginning of the hereinafter described tract of land: thence South 0 degrees 04 minutes 43 seconds west on a line 30.00 feet west of and parallel with aforesaid original right of way line of said railway a distance of 319.88 feet to a point of curve; thence Southwesterly on a curved line convex to the southeast with a radius of 558.70 feet, tangent to last described line, a distance of 355.33 feet to a point on the north line of West 31st Street as dedicated for public street, recorded November 9, 1914 as Document Number 5527492, said north line being 39.00 feet north of and parallel with the north line of West 31st Boulevard (Marshall Boulevard), said north line being 283.00 feet north of and parallel with the south line of the said southeast quarter of Section 25; thence South 89 degrees 48 minutes 58 seconds west along the aforesaid north line of West 31st Street a distance of 259.64 feet to the west line of West



31st Street as dedicated; thence South 0 degrees 00 minutes 00 seconds east along said west line (being a line drawn parallel with the aforesaid west line of the southeast quarter of Section 25) a distance of 39.00 feet to a point on the aforesaid north line of West 31st Boulevard; thence South 89 degrees 48 minutes 58 seconds west on said north line 26.99 feet; thence North 0 degrees 00 minutes 00 seconds east 9.18 feet to a point of curve; thence Northwesterly on the arc of a circle, convex to the east, having a radius of 273.00 feet, a distance of 214.41 feet to a point of tangency; thence North 45 degrees 00 minutes 00 seconds west on a line tangent to last described curve 24.83 feet to a point of curve; thence Northerly on the arc of a circle convex to the west, having a radius of 227.00 feet, a distance of 178.285 feet to a point of tangency; thence North 0 degrees 00 minutes 00 seconds east on a line tangent to last described curve, a distance of 309.42 feet; thence North 89 degrees 48 minutes 58 seconds east 560.76 feet to the point of beginning of said hereinafter described tract of land; containing 327,756.11 square feet.

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EXECUTION OF PURCHASE AGREEMENT FOR PROPERTY  
AT 1338 SOUTH CLINTON STREET FOR  
DEPARTMENT OF FIRE.

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 purchase agreement for the property at 1338 South Clinton Street for use by the Department of Fire.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 is a home rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, Pursuant to an ordinance passed on September 22, 1988 (C.J.P. p. 17703), the City Council of the City of Chicago determined and declared that it is useful, desirable

and necessary that the City acquire the property commonly known as 1338 South Clinton Street ("Subject Property") for the uses and purposes of the Department of Fire; and

WHEREAS, Pursuant to such ordinance, the Fire Commissioner of the City of Chicago was authorized to negotiate with the owner for the purchase of the Subject Property, and in the event the owner and the Fire Commissioner agreed as to the purchase price, such price shall be subject to the approval of the City Council; and

WHEREAS, The owner and the Fire Commissioner have agreed upon such a price; now, therefore,

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

SECTION 1. The City Council hereby approves the purchase price of \$1,125,000 for the Subject Property, which shall be paid from Fund No. 142-59-2005-8008.

SECTION 2. The City Council hereby approves the agreement substantially in the form attached hereto and made a part hereof and authorizes the Fire Commissioner, on behalf of the City, to execute the same and execute all documents and take all action necessary to implement the transaction contemplated thereby. Such authority to execute is subject to the prior review and approval of the Corporation Counsel as to form and legality of all documents, the state of the title, and sufficient survey and legal description for the Subject Property.

SECTION 3. This ordinance shall be effective upon its passage and approval.

Agreement attached to this ordinance reads as follows:

*Agreement For The Sale Of Real Estate.*

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 19 \_\_\_, between South Clinton Associates, a New Jersey general partnership having its principal office at 22 South Park Street, Montclair, New Jersey 07042 ("Seller") and the City of Chicago, an Illinois home rule municipal corporation ("Purchaser").

*Recitals:*

Whereas, the City Council of the City of Chicago has determined that it is useful, desirable and necessary that the City of Chicago acquire for public use the property located at 1338 South Clinton Street, Chicago, Illinois, which is shown and legally described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

Whereas, the City Council of the City of Chicago has authorized the Department of Fire of Purchaser to negotiate with the owner of the Property for the purchase of the Property; and

Whereas, the Seller desires to sell the Property to the Purchaser in lieu of condemnation; and

Whereas, the State of Illinois has granted to the Purchaser, on behalf of its Department of Fire ("Department"), sufficient funds to pay the Purchase Price for the Property, such funds to be used solely for the expenses of the Chicago Fire Department Training Program and the expenses, facilities and structures directly incidental thereto.

Now, Therefore, in consideration of the agreements and mutual obligations of the parties, and other good and valuable consideration, the parties hereby agree as follows:

1. Conveyance.

Seller agrees to convey the Property in fee simple to Purchaser by special warranty deed in recordable form, together with all buildings and improvements located thereon. Title to the Property shall be free and clear of all liens, encumbrances and restrictions, subject only to real estate taxes not yet due and owing; public utility easements; party wall rights and agreements, if any; building lines and building use or occupancy restrictions, if any; such matters set forth in Exhibit "B" attached hereto and made a part hereof; and such other exceptions to title as counsel for the Purchaser shall reasonably approve.

2. Purchase Price.

Purchaser agrees to pay to Seller the sum of One Million One Hundred Twenty-five Thousand and no/100 Dollars (\$1,125,000.00), plus or minus prorations and deductions, at closing.

3. Prorations.

Rent, rent credits, water and sewer charges, utilities, general real estate taxes and similar items shall be prorated between Seller and Purchaser as of the date of closing. General real estate taxes shall be prorated based upon the most recent ascertainable tax bill. Except as to general real estate taxes, all prorations are final. General real estate taxes shall be re-prorated when the final bills become available, and any amount due from either party to the other as a result of such re-proration shall be promptly paid. The obligation to re-prorate shall not merge with the deed but shall survive the conveyance.

4. Possession Of Premises.

Seller shall deliver possession of the Property to Purchaser on or before the day of closing.

5. Escrow.

The sale contemplated by this Agreement shall be closed through an escrow with Chicago Title Insurance Company or another institution selected by the Purchaser ("Escrow Agent"). All escrow fees shall be paid by the Purchaser. All escrow deposits set forth in Section 8 of this Agreement (except for 8(b) (iii) which shall be deposited on January 20, 1989) shall be made by the parties on or before January 31, 1989, or such date thereafter to which the parties shall agree in writing, or such date that Purchaser shall determine pursuant to Section 7(b) of this Agreement ("Deposit Date").

6. Title Commitment.

Not less than ten (10) days prior to the Deposit Date, the Purchaser will provide Seller with a current title commitment for an owner's title insurance policy for the Property in an amount equal to the purchase price stated in Section 2 of this Agreement. Such title commitment shall show Seller in fee simple title to the Property subject only to the liens and encumbrances stated in Section 1 of this Agreement and the standard exceptions contained in a 1987 ALTA Title Policy.

7. Clearance Of Title Defects.

If the title commitment discloses the Seller not in title or exceptions not permitted pursuant to Section 6 of this Agreement, Seller shall have until the Deposit Date to obtain title and at Seller's option have the exceptions removed from the commitment or, at Seller's option and at Seller's sole expense, to have the title insurer commit to insure Purchaser against loss or damage that may be occasioned by such state of title or exceptions. If Seller shall fail to obtain title or have the unpermitted exceptions removed or have the title insurer commit to insure against such title or exceptions prior to the Deposit Date, the Purchaser as its sole and exclusive remedy, may elect prior to the Closing Date to either (a) take such title to the Property as Seller holds, along with the unpermitted exceptions, without deduction from the purchase price, (b) postpone the Deposit Date for a period of time (to be determined by Purchaser in its sole discretion) to allow Seller, at its option, to obtain title or to clear such lien or encumbrance from the title, and to notify Seller in writing of such new Deposit Date, or (c) terminate this Agreement upon written notice to Seller.

8. Deposits.

(a) By the Deposit Date, Seller shall deliver to the Escrow Agent:

- (i) a special warranty deed, duly executed and acknowledged by Seller and in recordable form, conveying fee simple title to the Property to Purchaser;
- (ii) a Seller's Affidavit of Title;
- (iii) a Seller's Warranty of Environmental Condition in the form of Exhibit "C" attached hereto and incorporated herein;
- (iv) a certified copy of the general partnership agreement of Seller signed by all general partners of Seller authorizing the sale of the Property;
- (v) a certificate that Seller has received no notices from any governmental authority having jurisdiction over the Property that the Property is in violation of any building, safety, fire or housing ordinances;
- (vi) keys to all locks of the Property; and
- (vii) an ALTA combined owner's and buyer's statement executed by Seller.

(b) By the Deposit Date, the Purchaser shall deliver to the Escrow Agent:

- (i) a check payable to Seller or Escrow Agent for the amount of the purchase price plus or minus any prorations authorized by Section 3;
- (ii) all state, county or city transfer taxes, if any, and all recording fees; and
- (iii) a certified copy of the ordinance of Purchaser authorizing and/or ratifying the execution and performance of this Agreement.

#### 9. Successors And Assigns.

The provisions of this Agreement shall be binding on the parties, their heirs, successors, and assigns. Notwithstanding the foregoing, this Agreement shall not be assignable except on the express written consent of the non-assigning party.

#### 10. Casualty.

Loss or damage to the Property by fire, casualty or Act of God shall be at the sole risk of Seller until possession of the property is tendered to the City. In the event of damage or casualty to all or a material portion of the Property, Seller shall promptly send written notice thereof to Purchaser. Purchaser may, within twenty (20) days following receipt of such notice, elect to terminate this Agreement by sending written notice thereof to Seller. Thereafter, documents and monies deposited with the Escrow Agent shall be promptly returned. If Purchaser chooses to proceed with the transaction, the Purchaser shall be assigned all fire and casualty insurance proceeds and the purchase price shall not be adjusted.

#### 11. Capacity; City Council Approval.

The Seller represents and warrants that it has been authorized and possesses the legal capacity to enter into this Agreement and take all action necessary to close the transaction. The Seller acknowledges that this Agreement is subject to the approval of the City Council of the Purchaser, and appropriation by it of the Purchase Price, which approval and appropriation the Department shall use its best efforts to obtain by January 18, 1989. In the event such approval and appropriation is not obtained by such date, this Agreement shall be deemed null and void and no liability shall be incurred by either party in connection with this Agreement. Upon such approval and appropriation, the Purchaser shall promptly take all reasonable actions to close the transaction on or before January 31, 1989, but not later than February 2, 1989 ("Closing Date") with respect to which, time shall be of the essence. In the event this transaction does not close by the Closing Date, Seller may terminate this Agreement as its sole and exclusive remedy.

#### 12. Right Of Entry.

After City Council approval of this Agreement, Seller agrees to permit Purchaser, its agents, employees, and contractors to enter upon the Property at reasonable times for the purposes of performing inspections, provided such entity or person shall provide reasonable notice to Seller, shall be accompanied by Seller's Broker, as hereinafter defined, and shall not do any act to damage or disturb the present condition of the Property. Purchaser agrees to indemnify Seller and hold Seller harmless from and against any and all claims, and all expenses incurred in defending such claims (including reasonable attorneys' fees), arising out of or in any way connected with such entry by such entity or person.

#### 13. Warranty Against Hazardous Waste.

Seller represents and warrants that to the best of Seller's knowledge, the Property has never been used by Seller or any other entity or person for the generation, treatment, storage or disposal of any hazardous waste or constituent.

Seller agrees to indemnify and hold harmless Purchaser, its employees, agents and officers, from and against, and to reimburse Purchaser with respect to, any and all claims, demands, obligations, causes of action, loss, damage, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by Purchaser, its employees, agents and officers, by reason of or arising out of: (1) any provision of federal, state or local law, regulations or common law, pertaining to health, safety or environmental protection relating to the environmental condition of the Property caused by Seller, or actually known by Seller prior to the date hereof, and still existing as of the Closing Date of this transaction; (2) the breach of any other representation or warranty of the Seller set forth in this Agreement, and (3) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing Date. Notwithstanding, Purchaser agrees to be responsible for any of the foregoing if the same is caused by the acts of Purchaser, its agents, employees or contractors during its access to or inspection of the Property. For purposes of this Section 13 "environmental condition" includes within its meaning any existing contamination of the Property or of the surface of groundwater, drinking water supply, land, surface or subsurface water, and the ambient air, which constitutes a violation of applicable law.

The representations, warranties and obligations contained in this Section 13 shall not merge into the deed upon closing, but shall survive the conveyance for a period of one (1) year only.

#### 14. Real Estate Brokers.

Purchaser represents that it has had no contact with any real estate broker other than Coldwell Banker ("Seller's Broker") in connection with the transaction set forth in this Agreement. Seller represents that it has not engaged any real estate broker other than Seller's Broker, and that it has not performed any act which will result in a real estate commission becoming due in connection with the transaction set forth in this Agreement, except for the commission due to Seller's Broker. Seller agrees to pay any commission or other cost due to Seller's Broker in connection with the transaction set forth in this Agreement.

Seller and Purchaser each hereby agrees to indemnify and defend the other against, and hold the other harmless from, any and all claims and all costs incurred in defending such claims (including reasonable attorneys' fees), arising out of or in any way connected with the breach of or default in any representation or obligation set forth in this Section 14. The representations and obligations of this Section 14 shall not merge into the deed but shall survive the conveyance.

#### 15. Notice.

Any notice related to or required to be served pursuant to this Agreement shall be served in writing by national overnight delivery service or by certified mail, return receipt requested, upon the Seller at the following addresses:

South Clinton Associates  
22 South Park Street  
Montclair, New Jersey 07042  
Attention: Julian R. Cohen

with a copy to:

Joelle Rosen, Esquire  
Sakal & Rosen  
11 Eagle Rock Avenue  
East Hanover, New Jersey 07936

and upon the Purchaser at the following addresses:

Commissioner Louis Galante  
Department of Fire  
City of Chicago  
Room 105 -- City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

with a copy to:

Kathleen Ransford  
Chief Assistant Corporation Counsel  
Real Estate and Land Use Division  
Room 511 -- City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

Such notice shall be deemed served upon receipt.

19. Miscellaneous.

(a) This Agreement shall be governed by and construed and enforceable in accordance with the laws of the State of Illinois.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all preliminary and contemporaneous negotiations are incorporated in this Agreement.



(c) This Agreement shall not be modified except by agreement in writing executed by both parties.

(d) The provisions of this Agreement, except where specifically set forth to the contrary, shall not survive closing but shall merge into the Deed.

In Witness Whereof, the parties hereto have executed this Agreement on the date first written above.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this agreement printed on pages 23859 through 23860 of this Journal.]

Exhibits "B" and "C" attached to this agreement read as follows:

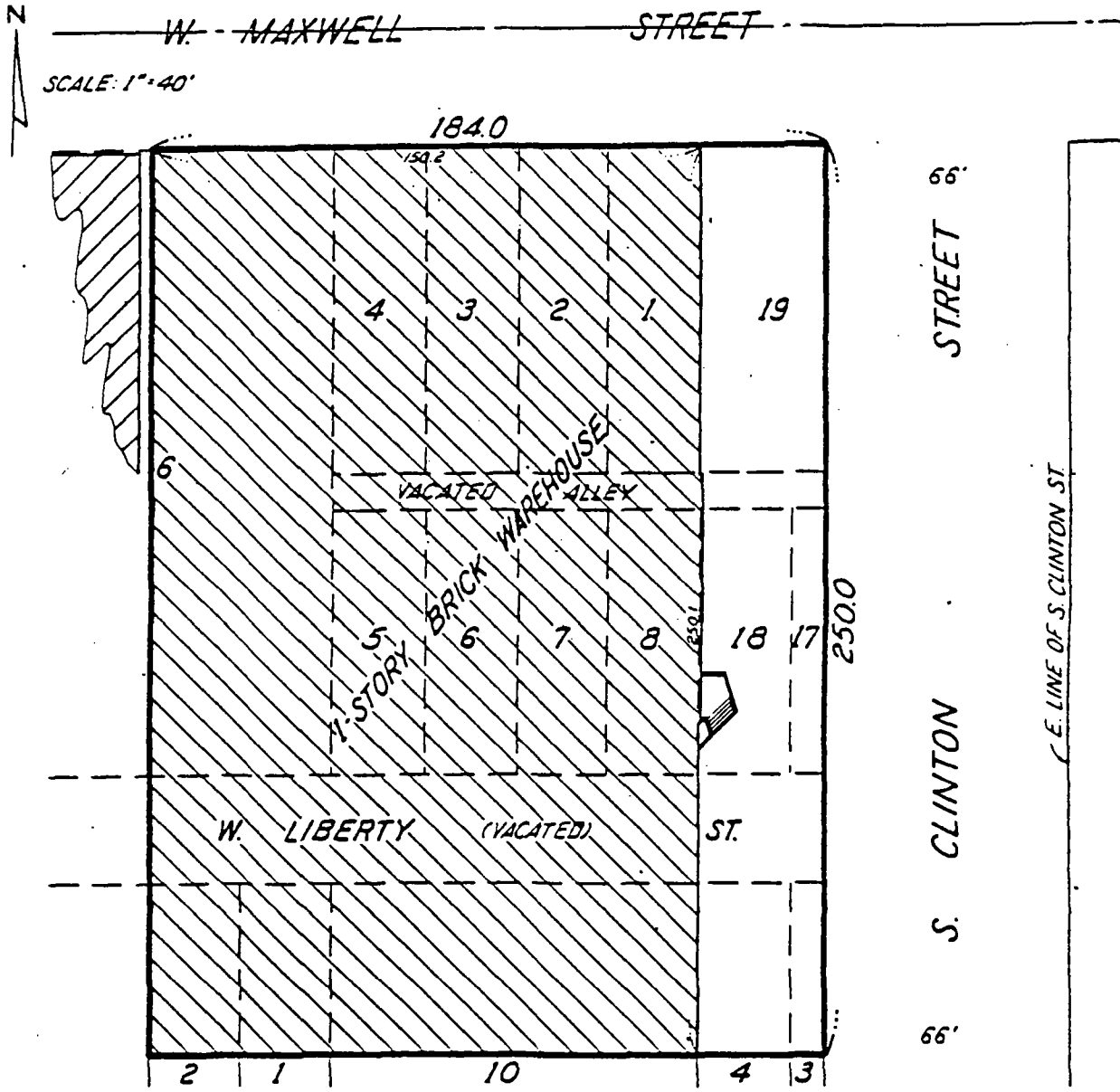
*Exhibit "B".*

3. For tax and special assessment exceptions see attached page(s) concluding with "end".
4. The recording of any deed or other instrument of conveyance of the land may be subject to real estate transfer taxes levied by the City of Chicago and is subject to prior approval by the Water Commissioner. In the absence of such approval, the Recorder of Deeds or the Registrar of Titles is required by state law to refuse to record or register instruments of conveyance that are not in compliance with such tax requirements.
5. Provisions and conditions contained in the ordinance passed by the City Council of the City of Chicago, a municipal corporation, dated April 30, 1962 and recorded August 24, 1962 as Document 18572546, providing for the redevelopment of the area in which the land is located.
6. Reservation by the City of Chicago, for itself and for the benefit of such public and quasi-public to maintain its and their facilities in all the streets and alleys vacated by ordinance recorded August 24, 1962 as Document 18572159, at their present location in said streets or alleys and to repair and operate such facilities and utilities until the abandonment, release or relocation outside the said vacated streets and alleys of said facilities in accordance with plans to be approved by the City of Chicago in the case of municipally-owned facilities or to be approved by the public or quasi-public agency involved in the case of such other facilities, all as contained in the ordinance referred to above.

(Continued on page 23861)

Exhibit "A"  
(Page 1 of 2)

PARCEL NO <b>1338 S. CLINTON ST.</b>	OWNER <b>T R W FOUNDATION</b>
ADDRESS	



TYPE OF CONST <b>BRICK</b>	NO OF FLOORS <b>1</b>	BASEMENT <b>NO</b>	CUBIC FEET <b>638,605</b>	BLDG. AREA SQ. FT. <b>37,565</b>	LAND AREA SQ. FT. <b>46,000</b>
					ZONING <b>B3-4 &amp; M1-3</b>
TYPE AND DATE OF CONVEYANCE <b>W.D. REC. 12-15-87 DOC. NO. 87661102</b>		ASSESSED VALUE LAND _____ BLDG. _____ VOL. NO _____ INDEX NO <b>17-21-113-027 17-21-116-022 &amp; 023</b>		TAXES FIRST INST _____ SEC. INST _____	
PARCEL NO <b>1338 S. CLINTON ST.</b>					

Exhibit "A".

(Page 2 of 2)

PARCEL NO. <i>1338 S. CLINTON ST.</i>	OWNER <i>T. R. W. FOUNDATION</i>
ADDRESS	



A PARCEL OF LAND CONSISTING OF A PART OF EACH OF ORIGINAL LOTS 6 AND 10, ALL OR PART OF EACH OF LOTS 17, 18, AND 19 TOGETHER WITH THE VACATED ALLEY LYING BETWEEN AND ADJOINING SAID LOTS AND PARTS OF LOTS IN ASSESSOR'S DIVISION OF LOTS 2, 3, AND 4, ALL OF LOTS 1 TO 8 INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN AND ADJOINING SAID LOTS, IN THE SUBDIVISION OF LOT 5, PART OF EACH OF LOTS 1 AND 2 IN ASSESSOR'S SUBDIVISION OF LOT 9, PART OF EACH OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOT 11 AND PART OF VACATED W. LIBERTY STREET LYING BETWEEN AND ADJOINING SAID LOTS AND PARTS OF LOTS, ALL IN BLOCK 62 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT BLOCKS 57 AND 58, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF W. MAXWELL STREET, BEING ALSO THE NORTH LINE OF SAID BLOCK 62, AT A POINT 66 FT. WEST FROM THE EAST LINE OF S. CLINTON STREET AS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 21, 1913, AS DOCUMENT NO. 5168208, SAID EAST STREET LINE BEING IDENTICAL WITH THE EAST LINE OF SAID LOT 19, IN ASSESSOR'S DIVISION OF LOTS 2, 3 AND 4, AND RUNNING THENCE WEST ALONG SAID SOUTH STREET AND NORTH BLOCK LINE, A DISTANCE OF 184 FT.; THENCE SOUTH, PARALLEL WITH SAID EAST LINE OF S. CLINTON STREET, A DISTANCE OF 250 FT.; THENCE EAST, PARALLEL WITH SAID NORTH LINE OF BLOCK 62, A DISTANCE OF 184 FT. TO A POINT 66 FT. WEST FROM THE EAST LINE OF SAID S. CLINTON STREET AND; THENCE NORTH PARALLEL WITH SAID EAST LINE OF S. CLINTON STREET, A DISTANCE OF 250 FT. TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TYPE OF CONST	NO OF FLOORS	BASEMENT	CUBIC FEET	BLDG. AREA SQ. FT.	LAND AREA SQ. FT.
					ZONING
TYPE AND DATE OF CONVEYANCE		ASSESSED VALUE		TAXES	
<i>W.D. REC. 12-15-87 DOC. NO. 87661102</i>		LAND _____		FIRST INST _____	
		BLDG. _____		SEC INST _____	
		VOL. NO _____			
		INDEX NO _____		PARCEL NO <i>1338 S. CLINTON ST.</i>	

(Continued from page 23858)

7. Covenants, restrictions, conditions and agreements relating to the following:

(A) use of land;

(B) character of improvements (as originally planned or subsequently changed) and necessity for approval, by the City, of any change in improvements;

(C) rights of access to the land, the City of Chicago, and United States of America for the purposes of said redevelopment agreement;

(D) prohibition against the execution of any agreement, lease, conveyance or other instrument whereby the land or any part thereof, is restricted upon the basis of race, religion, color or national origin, in the sale, lease or occupancy thereof, contained in the redevelopment agreement between City of Chicago, a municipal corporation, as the seller, and City Investors, Incorporated a Missouri Corporation as the purchaser or redeveloper, dated September 20, 1962 and recorded October 30, 1962 as Document 18632168 and registered January 16, 1963 as Document LR2074033.

Note: Said redevelopment agreement was purportedly assigned by instrument dated December 19, 1962 and recorded January 16, 1963 as Document 18698723 and registered January 16, 1963 as Document LR2074034.

*Exhibit "C".*

*Seller's Warranty Of  
Environmental Condition.*

The undersigned general partners, on behalf of South Clinton Associates, a New Jersey general partnership ("Seller"), represent, warrant and agree to and with the City of Chicago, an Illinois home rule municipal corporation ("Purchaser"), as follows:

1. Seller is the grantor in the deed dated \_\_\_\_\_, 1989 to Purchaser as grantee, conveying the premises legally described in Exhibit A ("Property") of the Agreement for the Sale of Real Estate between Seller and Purchaser dated January \_\_\_\_\_, 1989.

2. To the best of Seller's knowledge, the Property has never been used by Seller or any other entity or person for the generation, treatment, storage or disposal of any hazardous waste or constituent.

3. Seller agrees to indemnify and hold harmless Purchaser, its employees, agents and officers, from and against, and to reimburse Purchaser with respect to, any and all claims, demands, obligations, causes of action, loss, damage, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by Purchaser, its employees, agents and officers, by reason of or arising out of any provision of federal, state or local law, regulations or common law, pertaining to health, safety or environmental protection relating to the environmental condition of the Property caused by Seller, or actually known by Seller as of the date hereof. For purposes of this paragraph "environmental condition" includes within its meaning the surface or groundwater, drinking water supply, land, surface or subsurface water and the ambient air.

4. This instrument is made to induce, and in consideration of, Seller's consummation of the purchase of the Property.

5. The representations, warranties and obligations contained in this instrument shall be valid and enforceable for a period of one (1) year following the date hereof only.

\_\_\_\_\_  
Neil Cohen

\_\_\_\_\_  
Julian Cohen

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public

SALE OF CITY-OWNED VACANT PROPERTY AT  
VARIOUS LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, approving the sale of city-owned vacant property at various locations.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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.

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

*1442 South Drake Avenue.*

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to the Habilitative Systems, Incorporated, 415 South Kilpatrick Avenue, Chicago, Illinois 60644, for the consideration cited herein:

Real Estate No.: 1624  
1442 South Drake Avenue

P.I. No.: 16-23-214-027  
Amount: \$2,190.00

Description

the north 25 feet of Lot 11 in Block 4 in Grants Addition to Chicago in the southeast quarter of the northeast quarter of the east half of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That the sale of this City of Chicago parcel of vacant property to the Habilitative Systems, Incorporated, is solely for the purpose of providing a recreational facility for the adjacent Drake House located at 1444 South Drake Avenue. Failure to use this parcel of vacant real property for this express purpose will result in title to said property reverting to the City of Chicago.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to the Habilitative Systems, Incorporated, 415 South Kilpatrick Avenue, with the City Clerk attesting to said conveyance.

SECTION 4. This ordinance shall be effective upon its passage.

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*1744 North Fairfield Avenue.*

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to Edward J. Mertes and Allen M. Mertes, 1741 North California Avenue, Chicago, Illinois 60647, for the consideration cited herein:

Real Estate No.: 5045  
1744 North Fairfield Avenue

P.I. No.: 13-36-417-029  
Amount: \$5,200.00

Description

Lot 13 (except the south 6.4 feet thereof) and south 5 feet of Lot 14 in Healy's subdivision of Lots 9 and 10 in Block 6 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That the sale of this City of Chicago parcel of vacant property to Edward J. and Allen M. Mertes, is solely for the purpose of expanding Mertes Contracting Corporation. Failure to use this parcel of vacant real property for this express purpose will result in title to said property reverting to the City of Chicago.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to Edward J. Mertes and Allen M. Mertes, with the City Clerk attesting to said conveyance.

SECTION 4. This ordinance shall be effective upon its passage.

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2453 -- 2457 West 63rd Street/  
6301 -- 6307 South Campbell Avenue.

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to Mr. Joseph D. Getto, P.O. Box 294, Palos Park, Illinois 60464, for tenant parking:

Real Estate No.: 7852	Amount: \$21,800.00
Address: 2453 -- 2457 West	Permanent Tax No.: 19-24-206-001
63rd Street/6301 --	
6307 South Campbell	
Avenue	

Legal Description

Lots 9 and 10 in Block 10 in Cobe & Mc Kinnon's 63rd Street Subdivision of the southeast quarter of the southeast quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, and the northeast quarter of the northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to be used for tenant parking, to Mr. Joseph D. Getto, P.O. Box 294, Palos Park, Illinois 60464, with the City Clerk attesting to said conveyance.

SECTION 3. This ordinance shall be effective upon its passage.



*4108 West East End Avenue And 943 -- 945 East 82nd Street/  
8201 -- 8203 South Ingleside Avenue.*

SECTION 1. The City of Chicago, Department of General Services, Real Estate Division, acquired the parcels of land described below through demolition foreclosures and it desires to transfer to the Chicago Park District, 425 East McPetridge Drive, Chicago, Illinois 60605:

Real Estate No.: 5063  
Address: 4108 West East End  
Avenue

Amount: \$1,000.00  
Permanent Tax No.: 16-10-415-035

#### Legal Description

The west 55 feet of Lot 6 and the west 55 feet of the south 11 feet of Lot 5 in the subdivision of Lots 44 to 48 in Block 18 in West Chicago Land Company Subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed.

SECTION 3. It is hereby authorized and directed that the parcel below be transferred from the Department of General Services, Real Estate Division to the Chicago Park District. Said transfer shall be effectuated without transfer of funds, or consideration thereof:

Real Estate No.: 5398  
Address: 943 -- 945 East  
82nd Street/8201 --  
8203 South Ingleside  
Avenue

Permanent Tax No.: 20-35-123-001

#### Legal Description

Lots 200 and 201 in E. B. Shogran & Company's Avalon Highlands Subdivision, being a resubdivision of certain lots in certain blocks in Cornell in the northwest quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded in Book 158 of Plats, page 34, as Document Number 6751064, in Cook County, Illinois.

SECTION 4. This ordinance shall be effective upon its passage.

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EXECUTION OF LEASE AGREEMENT AT 68 EAST 47TH STREET  
FOR DEPARTMENT OF POLICE/BEAT REPRESENTATIVE  
PROGRAM AND CANCELLATION OF SAME UPON  
EXECUTION OF LEASE AGREEMENT AT  
5401 SOUTH WENTWORTH AVENUE.

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 at 68 East 47th Street for the Department of Police/Beat Representative Program and cancellation of same upon execution of lease agreement at 5401 South Wentworth Avenue.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 Capital Associates Development Corporation, as Lessor, for approximately 740 square feet of office space located on the ground floor at 68 East 47th Street, for use by the Department of Police/Beat Representative Program, as Lessee, such lease shall be cancelled after the execution of a lease at 5401 South Wentworth Avenue, both leases shall be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 23869 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, 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 Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Four Hundred Three and 70/100 Dollars (\$403.70) per month for the period beginning on the 1st day of April, 1988 and ending on the 31st day of March, 1989;

Four Hundred Twenty-three and 70/100 Dollars (\$423.70) per month for the period beginning on the 1st day of April, 1989 and ending on the 31st day of March, 1990.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to CAMCO, Incorporated, 566 West Adams Street, 6th floor, Chicago, Illinois, 60606.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

(Continued on page 23870)

LEASE-Short Form Lease No. 12010 Form C. O. No. 1B City of Chicago

This Agreement, Made this... day of... Capital Associates Development Corporation

A. D. 19... between... 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: approximately 740 square feet of office space located on the ground floor at 68 East 47th Street for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 1988, and ending on the 31st day of March A. D. 1990. Lessee has the right to terminate this lease upon thirty (30) 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 CAMCO, Inc., 566 W. Adams, 6th Fl., Chicago, IL 60606 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 Lessor

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 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: Assistant Corporation Counsel Supervisor of Leasing Real Estate

By: CAMCO, Inc., as agents for Capital Associates Development Corporation

Approved Superintendent, Department of Police

By: Commissioner, Department of General Services

(Continued from page 23868)

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide sleeve air-conditioning unit and maintain the same.

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.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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 in the amounts of \$500,000 combined single limit; with the city to be 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 upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial service 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:

In the event the Lessor should fail to furnish any substantial alterations, 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 ten (10) days after the Lessee has notified the Lessor by written notice of 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 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 Lessor at 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 by Lessee of any subsequent breach caused by the Lessor or of any right thereby.

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EXECUTION OF LEASE AGREEMENT AT 3636 WEST ARMITAGE  
AVENUE FOR MAYOR'S OFFICE OF EMPLOYMENT  
AND TRAINING.

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 for office space at 3636 West Armitage Avenue for use by the Mayor's Office of Employment and Training.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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. That the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease from FAMO Corporation, Incorporated, an Illinois corporation, as Lessor, for approximately 5,300 square feet of office space located on the ground floor and 4,000 square feet of office space in the lower level for a total of approximately 9,300 square feet located at 3636 West Armitage Avenue for use by the Mayor's Office of Employment and Training, as Lessee, such lease to be approved by the Director of the Mayor's Office of Employment and Training and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 23873 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, Bureau of Assets Management, 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:

(Continued on page 23874)

LEASE: Lease NO. 14081

Form C. O. No. 18

City of Chicago

This Agreement,

Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, between FAMO Corporation, Inc., an Illinois Corporation

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: approximately 5,300 square feet of office space located on the ground floor and 4,000 square feet of office space in the lower level for a total of approximately 9,300 square feet located at 3636 West Armitage Avenue for use by the Mayor's Office of Employment and Training.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1988, or date of occupation, and ending on the 31st day of October A. D. 1993. Lessee has the right to terminate this lease upon ninety (90) days prior written notice anytime after thirty-six (36) months from execution of lease.

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 FAMO Corporation, Jamie Moreno, 3636 W. Armitage, Chicago, IL 60647 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 Lessor.

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 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: \_\_\_\_\_ Assistant Corporation Counsel. \_\_\_\_\_ Real Estate Agent. Assets Manager,

By: \_\_\_\_\_ FAMO Corporation

By: \_\_\_\_\_ Director, Mayor's Office of Employment & Training

By: \_\_\_\_\_ Commissioner, Department of General Services



(Continued from page 23872)

Five Thousand Two Hundred Twenty-two and no/100 Dollars (\$5,222.00) per month for the period beginning on the 1st day of November, 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 October, 1989;

Five Thousand Three Hundred Sixty-four and 25/100 Dollars (\$5,364.25) per month for the period beginning on the 1st day of November, 1989 and ending on the 31st day of October, 1990;

Five Thousand Five Hundred Forty-nine and 08/100 Dollars (\$5,549.08) per month for the period beginning on the 1st day of November, 1990 and ending on the 31st day of October, 1991;

Four Thousand Seventy-six and 50/100 Dollars (\$4,076.50) per month for the period beginning on the 1st day of November, 1991 and ending on the 31st day of October, 1992;

Four Thousand Two Hundred Eighty and 25/100 Dollars (\$4,280.25) per month for the period beginning on the 1st day of November, 1992 and ending on the 31st day of October, 1993.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to FAMO Corporation, c/o Mr. Jaime Moreno, 3636 West Armitage Avenue, Chicago, Illinois 60647.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Construct the following renovations prior to execution of lease (See Exhibit A):

Tile lobby, waiting area, toilets and carpet remaining floor area.

Install acoustical ceiling tile with fluorescent lighting throughout premises and wood paneling on walls.

Install anodized aluminum windows and front entry door.

Install H.V.A.C. system.

Lower Level:

Install new drywall insulation and doors.

Finish and paint (Lessor to choose color).

Install vinyl tile flooring, commercial grade (Lessor to choose color).

Install new electrical system and fluorescent lighting.

Install new H.V.A.C. system and ceiling.

Install additional staircase and finish.

Provide and pay for heat; maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined at the sole discretion of Lessor to maintain a neat appearance.

Provide and pay for janitorial service for the maintenance of the exterior 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.

Provide and pay for exterminator service once a month or as required.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the city to be 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 addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof; provided, however, that said liability insurance shall not cover any Lessee or injuries due to the use of Lessee's equipment at the demised premises.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonably requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Provide and pay for nightly custodial services five days per week 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 the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Pay for electricity as metered for all normal office uses (including air- conditioning) within demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

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. If said funds are not made available from 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.

The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or that underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor fails to furnish any substantial alterations, 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, 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.

Lessee shall use and occupy the premises for general office purposes and for no other use or purpose.

It is mutually agreed and understood by and between the parties herein that if Lessee vacates any portion of demised premises, a replacement city agency if approved by Lessor approval cannot be unreasonably withheld can occupy vacated space for same terms and conditions as specified in this lease.

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EXECUTION OF LEASE AGREEMENT AT 5634 WEST  
CHICAGO AVENUE FOR DEPARTMENT OF  
HUMAN SERVICES.

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 for office space at 5634 West Chicago Avenue for use by the Department of Human Services.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 between James W. Cole (sole owner), as Lessor, and the Department of Human Services, as Lessee, for approximately 2,600 square feet of ground floor office space located at 5634 West Chicago Avenue; such lease to be approved by the Commissioner of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 23879 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, Real Estate, Bureau of Assets Management, 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.

(Continued on page 23880)

LEASE-Short Form Lease No. 11024 Form C O No. 18 City of Chicago

This Agreement, Made this... day of...

A. D. 19... between James W. Cole (Sole Owner)...

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: approximately 2,600 square feet of ground floor office space located at 5634 West Chicago Avenue for use by the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November or date of occupation A. D. 1988, and ending on the 31st day of October A. D. 1993. Lessee has the right to terminate this lease with sixty (60) days prior written notice anytime after twenty-four (24) months from execution of lease.

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 James W. Cole, 5634 W. Chicago Avenue, Chicago, IL 60651 or at such other place as the Lessor from time to time in writing may appoint. For 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 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 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: Assistant Corporation Counsel, Assets Manager, Real Estate

By: James W. Cole (Sole Owner)

By: Commissioner, Department of General Services

Approved: Commissioner, Department of Human Services

(Continued from page 23878)

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Four Hundred Eight and no/100 Dollars (\$1,408.00) per month for the period beginning on the 1st day of November, 1988 or date of occupation (with said monthly rental rate being prorated on a per diem if the initial term does not commence on the 1st day of the month) and ending on the 31st day of October, 1989;

One Thousand Four Hundred Seventy-eight and 75/100 Dollars (\$1,478.75) per month for the period beginning on the 1st day of November, 1989 and ending on the 31st day of October, 1990;

One Thousand Five Hundred Fifty-two and 68/100 Dollars (\$1,552.68) per month for the period beginning on the 1st day of November, 1990 and ending on the 31st day of October, 1991;

One Thousand Six Hundred Fourteen and 79/100 Dollars (\$1,614.79) per month for the period beginning on the 1st day of November, 1991 and ending on the 31st day of October, 1992;

One Thousand Six Hundred Seventy-nine and 38/100 Dollars (\$1,679.38) per month for the period beginning on the 1st day of November, 1992 and ending on the 31st day of October, 1993.

Rent is payable in advance on the first (1st) day of each month by Office of the City Comptroller to James W. Cole, 5634 West Chicago Avenue, Chicago, Illinois 60651.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Provide a secured area approximately 300 square feet within the office area for storage and files.

Provide a separate electrical service for the demised premises.

Provide a reception area immediately upon entering office area.

Lower ceiling in the proposed office area to a height approximately ten (10) feet.

Provide an emergency exit at the north end of the office area.

Paint all existing walls with an oyster white paint.

Clean existing carpeting in the office area.

Partition and insulate the walls, closing off the office space from the second floor.

Provide two washrooms with handicapped accessibility.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning on the first floor and maintain plant and equipment in good operable condition.

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.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of the said premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain, at all times, public liability insurance in the amount of \$500,000 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 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 upon receipt thereof.

Lessee under this lease shall:



Pay for electricity as metered for outlets and air-conditioning.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

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 of said demised premises during term of lease not caused by negligence of Lessor.

Keep entranceway clean and free of debris.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards 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 service itself 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 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 or subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part from funds when made available by the federal government. If said funds are not made available from 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 of needed or required facilities for the handicapped, Lessor hereby states that any and all expense for said facilities shall be incurred only by Lessor alone.

EXECUTION OF LEASE AGREEMENT AT 20 NORTH CLARK  
STREET FOR DEPARTMENT OF AVIATION.

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 for office space at 20 North Clark Street for use by the Department of Aviation.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 Hiro Real Estate Company, as Lessor, for approximately 5,960 square feet of office space on the 24th floor located at 20 North Clark Street, Chicago, Illinois, for use by the Department of Aviation, as Lessee, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 23884 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

(Continued on page 23885)

LEASE--Short Form Lease No. 14059 Form C. O. No. 1B City of Chicago

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_ between Hiro Real Estate Company \_\_\_\_\_

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee: \_\_\_\_\_ as Lessor

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: approximately 5,960 square feet of office space on the 24th floor of the building located at 20 North Clark Street for use by the Department of Aviation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 19 88, and ending on the 31st day of May \_\_\_\_\_ A. D. 1991. Lessee has the right to terminate this lease upon ninety (90) days prior written notice twelve (12) months from execution of lease.

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 Collins Tuttle & Co., Inc., 20 N. Clark St., Suite 1100, Chicago, Illinois 60602 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 Lessor.

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 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: Chief Assistant Corporation Counsel, Assets Manager, Real Estate

By: Hiro Real Estate Company

By: Commissioner, Department of Aviation

By: Commissioner, Department of General Services

(Continued from page 23883)

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, 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 Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Nine Thousand Four Hundred Thirty-six and 67/100 Dollars (\$9,436.67) month for the period beginning on the 1st day of June, 1988 and ending on the 31st day of May, 1990;

Ten Thousand Two and 87/100 Dollars (\$10,002.87) per month for the period beginning on the 1st day of June, 1990 and ending on the 31st day of May, 1991.

Rent is payable in advance on the 1st day of each month by the Office of the Comptroller to Collins, Tuttle and Company, Incorporated, 20 North Clark Street, Suite 1100, Chicago, Illinois 60602.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant equipment in good operable condition for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out weather permitting, at least once every other month.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined in the sole discretion of Lessor to maintain a neat appearance.

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.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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 of \$1,000,000 combined single limit; with the city to be 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 addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for 24 hour security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof, including the premises and during operation, may close entrance doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference,

inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee, shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonably requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air- conditioning) within demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successor or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Not be required to pay one half of monthly rent for last month of this lease.

Additional clauses to be included in lease:

In the event the Lessor fails to furnish any substantial alterations, 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, the Lessee may at its own option make the necessary repairs or supply the maintenance of 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 any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon twenty (20) days notice by certified or registered mail, to 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 Lessor of any right created thereby.

EXECUTION OF LEASE AGREEMENT AT 3243 WEST NORTH  
AVENUE FOR DEPARTMENT OF HUMAN SERVICES.

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 for office space at 3243 West North Avenue for use by the Department of Human Services.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Orr, Stone -- 46.

*Nays* -- Alderman Gutierrez -- 1.

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 Gloria Brown, as Lessor, for the entire building which consists of approximately 29,036 square feet of office space located at 3243 West North Avenue, for use by the Department of Human Services, as Lessee, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 23890 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 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 Supervisor of Leasing, Bureau of Assets Management, 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.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Efrain Ortiz, 2635 North Kedzie Avenue, Chicago, Illinois 60647.

## Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Thirty-two Thousand Six Hundred Sixty-five Dollars and 50/100 (\$32,665.50) per month for the period beginning on the 1st day of January, 1989 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 the month) and ending on the 31st day of December, 1989;

Thirty-three Thousand Eight Hundred Seventy-five and 33/100 Dollars (\$33,875.33) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1991;

Twenty-one Thousand Seven Hundred Seventy-seven and no/100 Dollars (\$21,777.00) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1993;

Rent is payable in advance on the first (1st) day of each month by the Office of the City Comptroller to Efrain Ortiz, 2635 North Kedzie Avenue, Chicago, Illinois, 60647.

(Continued on page 23891)



LEASE--Short Form Lease No. 11023 Form C O No. 18 City of Chicago

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 1989, between Gloria Brown (sole owner) \_\_\_\_\_ 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: the entire building which consists of approximately 29,036 square feet of office space located at 3243 West North Avenue for use by the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1989, or date of occupation which occurs later. A. D. 1993. Lessee has the right to terminate this lease upon ninety (90) days prior written notice anytime after forty-eight (48) months from execution of lease.

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 Efrain Ortiz, 2417 N. Tripp Ave., Chicago, IL 60639 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 Lessor

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 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: \_\_\_\_\_ Assistant Corporation Counsel, Assets Manager, \_\_\_\_\_ Real Estate Agent, CITY OF CHICAGO

By: Efrain Ortiz (agent for Lessor) CITY OF CHICAGO

By: \_\_\_\_\_ Commissioner, Department of Human Services

By: \_\_\_\_\_ Commissioner, Department of General Services

(Continued from page 23889)

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for construction of the demised premises to the Lessee's specifications with the Lessor's architect developing plans and drawings consistent with said specifications and which specifications Lessee has approved in writing.

It being understood and agreed between the Lessor and Lessee that Lessor's obligation to construct the demised premises to the Lessee's specifications shall be limited to the quantities and qualities of the items contained in Exhibit 1 which is attached hereto and made a part of hereof. It being further understood and agreed between the Lessor and Lessee that the Lessee shall be allowed substitutions with respect to the items contained in Exhibit 1 upon the approval of the Lessor and Lessor's architect, such approval not to be unreasonably withheld.

Any Lessee construction work in addition to those items contained in Exhibit 1, final drawings, or approved substitutions shall be performed by Lessor at Lessee's cost and expense. All such construction work shall be completed by Lessor in a neat and workmanlike manner and shall be carried out in accordance with requirements, orders and limitations of all municipal, county, state and federal governmental agencies having jurisdiction therein, and in such manner that the premises when completed shall comply with all governmental requirements for the use which Lessee may make of them which said use is specified in Paragraph R-4 herein below. Lessor shall obtain and pay for licenses and necessary insurance required in connection with the specified construction work. Lessor's obligations under this provision shall survive Lessee's acceptance of the leased premises.

Provide and pay for heat daily whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air conditioning daily whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for maintenance of air conditioning and heating units.

Provide and pay for automatic elevator service or lift that is handicapped accessible to second floor and maintain plants in good operable condition.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit and extended coverage casualty insurance for full replacement value of the building; with the City of Chicago to be named as additional insured. 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 upon receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including 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.

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.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any minor non-structural damages or repairs to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the costs of such repairs and damages.

Shall provide at no rental cost to Lessee, off street parking on vacant lot located at 1616 North St. Louis Avenue for exclusive use by Lessee.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air-conditioning) within demised premises.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence or Lessor.

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.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

- R-1 In the event Lessee elects to place another city agency in the leased premises, Lessee shall pay rent for the entire leased premises until such time as the replacement city agency takes occupancy of the leased premises, at which time the rent obligation shall become that of the replacement city agency. Further, any replacement city agency shall be similar to Lessee in number of employees.
- R-2 The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in the force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.
- R-3 In the event the Lessor should fail 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 or negligence of the Lessee and the failure continues thirty (30) 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 thirty (30) 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 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.
- R-4 Use of Premises. Lessee shall use and occupy the premises for office use and a first floor day care center for no other use or purpose.
- R-5 Untenantability. If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined as more than fifty percent (50%)) of the premises or the building untenable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control.

If any such damage renders all or a substantial portion of the premises or the building untenable, the Lessor may elect (A) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred eighty (180) days after the Lessor is enabled to take possession of the injured premises and undertake preconstruction or repairs, in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred eighty (180) day period, either party can terminate this lease as of the date of the fire or casualty by notice to the other party not later than one hundred ninety (190) days after the Lessor is enabled to take possession of the injured premises and undertake reconstruction or repairs. In the event of termination of the lease pursuant to this Paragraph R-5, rent shall be apportioned on per-diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this Paragraph R-5, in the event any such damage renders the premises untenable and if the lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

R-6 Assignment or Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such assignment or sale, and Lessee agrees to attorn to the purchaser or assignee.

R-7 Miscellaneous.

- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor and Lessee.
- C. Time is of the essence of this lease and of each and all provisions hereof.

- D. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
- E. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

R-8 Delivery of Possession. If, after utilizing its best efforts, the Lessor shall be unable to give possession of the premises on the date of the commencement of the term because the Lessor has not completed its preparation of the premises, Lessor shall not be subject to any liability for failure to give possession. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the premises are available for occupancy, and no such failure to give possession on the date of commencement of the term shall affect the validity of this lease or the obligations of the Lessee hereunder, nor shall the same be construed to extend the term. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease if Lessor is unable to give possession of the premises on the first floor on or before February 1, 1989, and the second floor sixty (60) days thereafter, except that Lessee shall not be entitled to so terminate the lease in the event Lessor's inability to deliver possession is caused directly or indirectly by Lessee. Written Notice by Mail will be required by Lessor and Lessee in reference to possession guidelines. Notice shall be by certified or registered mail only.

R-9 Federal Funds. It is mutually agreed and understood by and between the parties hereto that the remuneration method in the lease is payable solely from funds when made available from the federal government and as a result Lessee defaults in the payment of all sums required to be paid under this lease. The sole remedy of Lessor shall be for possession of the demised premises.

[Exhibit "1" attached to this rider printed on  
pages 23896 through 23898 of  
this Journal.]

*Exhibit "1".*

*Renovation.*

Work to be completed in compliance with the City of Chicago's Municipal Building Code:

1. Replace roof in order to seal premises from present water leaks.
2. Install aluminum/glass entry doors on first floor.
3. Construction of new dry wall partition at perimeter of each space and dry wall partition dividing space at center on each floor.
4. Demolition of existing wall partitions.
5. Demolition of existing tile ceiling on first floor.
6. Installation of new acoustical layer ceiling on second floor.
7. Repair ceiling on first floor.
8. Install new commercial grade tile on first floor.
9. Install hardwood flooring on second floor as needed.
10. Repair/replace fluorescent light fixtures on first and second floors.
11. Expand bathrooms facilities from 4 to 12 floors.
12. Clean facade including frames, porcelain, etc. . . . minor cosmetic modifications.
13. Upgrade electrical and mechanical systems.
14. Provide 220 lines for computer and dedicated lines.

Exhibit "1".

Proposed Floor Plan.

(Page 1 of 2)  
3243 W. North Avenue  
Department of Human Services

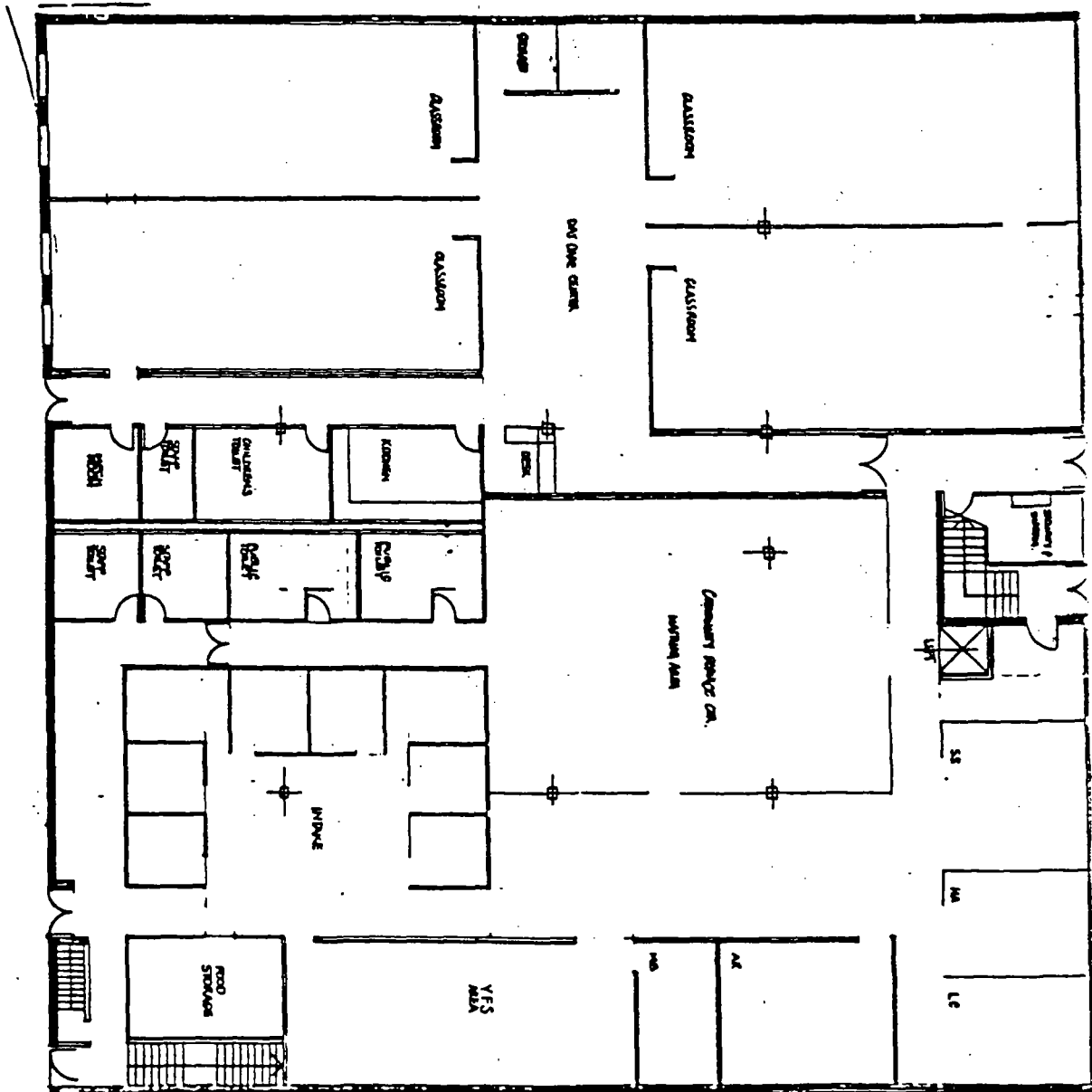
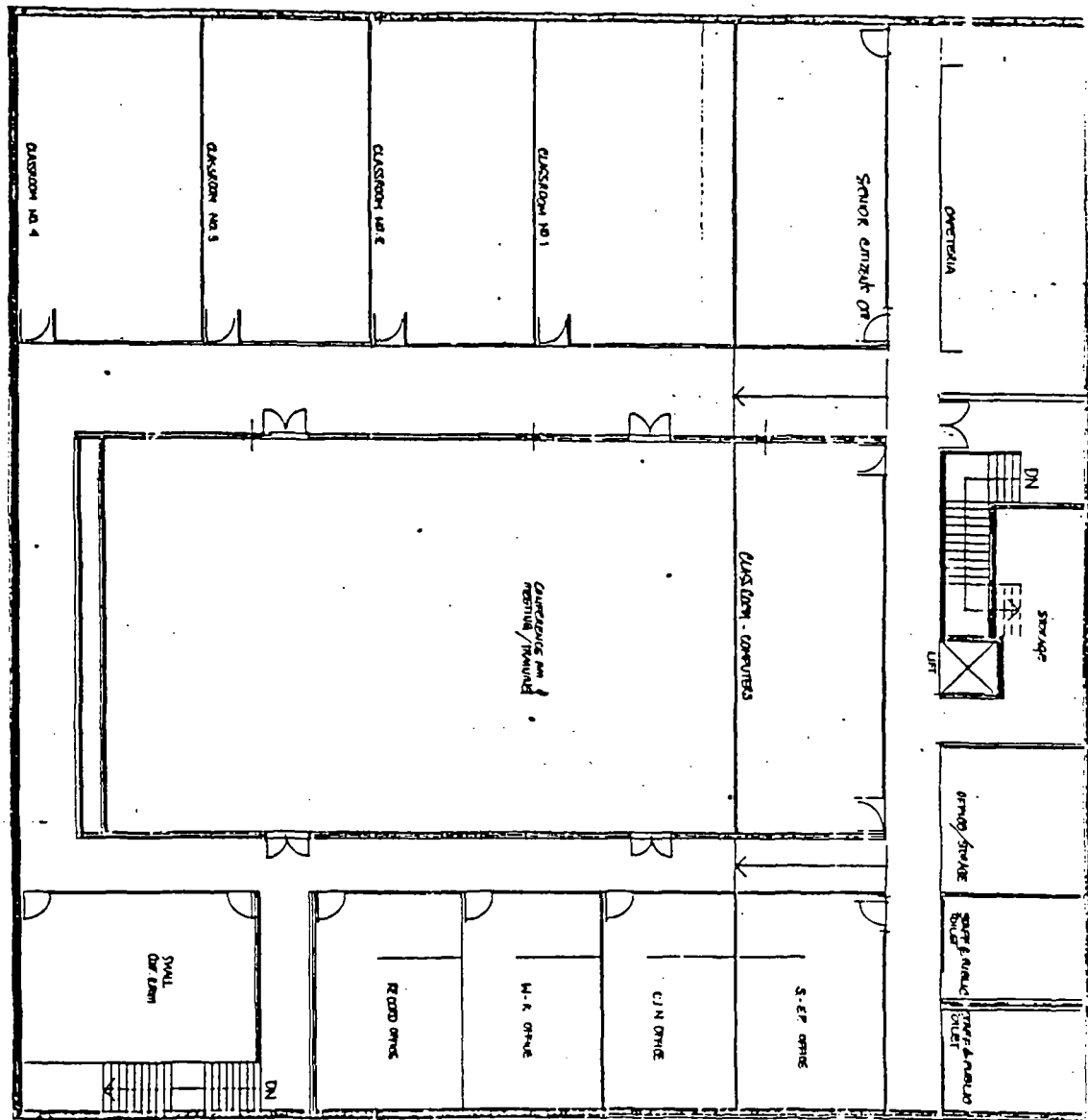
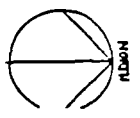




Exhibit "1".  
Proposed Floor Plan.  
(Page 2 of 2)



2000 H. NORTH  
4th FLOOR  
NORTH



ACKNOWLEDGED AND ACCEPTED:

*[Signature]*  
Respr

DATE: 11-2-88

DATE: 10-4-88

Department of Human Services

EXECUTION OF LEASE AGREEMENT AT 5401 SOUTH WENTWORTH  
AVENUE FOR DEPARTMENT OF POLICE/BEAT  
REPRESENTATIVE 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 execution of a lease agreement for office space at 5401 South Wentworth Avenue for use by the Department of Police/Beat Representative Program.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 between Ryan Center Limited Partnership I, an Illinois limited partnership, as Lessor, and the Department of Police/Beat Representative Program, as Lessee, for approximately 703 square feet of ground floor office space located at 5401 South Wentworth Avenue; such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 23901  
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, Bureau of Assets Management, 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:

Four Hundred Fifty and no/100 Dollars (\$450.00) for the period beginning on the 1st day of November, 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 the month) and ending on the 31st day of October, 1989;

Four Hundred Seventy-five and no/100 Dollars (\$475.00) for the period beginning on the 1st day of November, 1989 and ending on the 31st day of October, 1990;

Four Hundred Fifty and no/100 Dollars (\$450.00) for the period beginning on the 1st day of November, 1990 and ending on the 31st day of October, 1991.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Matanky Realty Group, 910 West Van Buren Street, Chicago, Illinois, 60602-3520.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for installation of new wall to wall carpeting prior to execution of lease.

(Continued on page 23902)

EASE-Short Form

Lease No. 14076

Form C.O.S. 18

City of Chicago

This Agreement,

Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 1988, between Ryan Center Limited Partnership I, an Illinois Limited Partnership

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: approximately 703 square feet of office space located on the ground floor at 5401 South Wentworth Avenue for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November or date of occupation A. D. 1988, and ending on the 1st day of October, A. D. 1991. Lessee has the right to terminate this lease ninety (90) days prior written notice after twenty-four (24) months from date of occupation.

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 Fatanky Realty Group, 910 W. Van Buren, Chicago, IL 60607-3520 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.

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 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 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: \_\_\_\_\_ Assistant Corporation Counsel, Assets Manager, \_\_\_\_\_ Real Estate Agent

By: \_\_\_\_\_ Ryan Center Limited Partnership I, an Illinois Partnership

By: \_\_\_\_\_ Commissioner of General Services

Approved: \_\_\_\_\_ Superintendent, Department of Police

(Continued from page 23900)

Provide and pay for heat, maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning and maintain plant and equipment in good operable condition.

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.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Pay 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 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 which shall be renewed for each year during the term of this lease with the 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 upon receipt thereof.

Make premises handicapped accessible including washroom facilities.

Provide and pay for scavenger service.

Provide and pay for exterminator service when necessary.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for lights, outlets and air-conditioning.

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 of said premises during term of lease not caused by negligence of Lessor.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

- R-1 Preparation of Leased Premises. The obligations of the Lessor and Lessee to make the demised premises ready for the use and occupancy of Lessee are as follows:
- (A) Lessor shall, subject to the conditions set forth below, proceed with all due diligence to prepare the leased premises, at Lessor's sole cost and expense, substantially in accordance with plans, outlines and specifications, copies of which have been identified by the parties as Exhibit "A" to this lease. Lessor 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 of lease, without penalty, if Lessor shall not be able to secure such final approvals and permits.
  - (B) Lessor shall not be held liable or responsible for delays in construction of Lessor'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 Lessor's control. However, if necessary permits have been obtained. Lessor shall prepare space within sixty (60) days after execution of lease, or issuance of necessary permits whichever is later.
- R-2 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards 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 repairs or supply the maintenance or service itself, Lessee may 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 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 by Lessee of any subsequent breach caused by the Lessor or of any right thereby.

- R-3 Lessor shall agree to install at Lessor's expense a sign on the south fascia of the building depicting the logo of the Chicago Police Department with letters not less than 16 inches in height reading "Chicago Police Department". Below the fascia and on the window of the premises the wording "Beat Representative Office 2nd District" in vinyl letters. (See Exhibit "C").

Lessor shall reserve the right to add similar lettering and signage (although size may be varied at Lessor's discretion) on one or more additional sides of the building at a future date if the Lessor feels that the added signage is necessary to accommodate the needs of the shopping center.

[Exhibits "A", "B" and "C" attached to this agreement printed on pages 23905 through 23911 of this Journal.]

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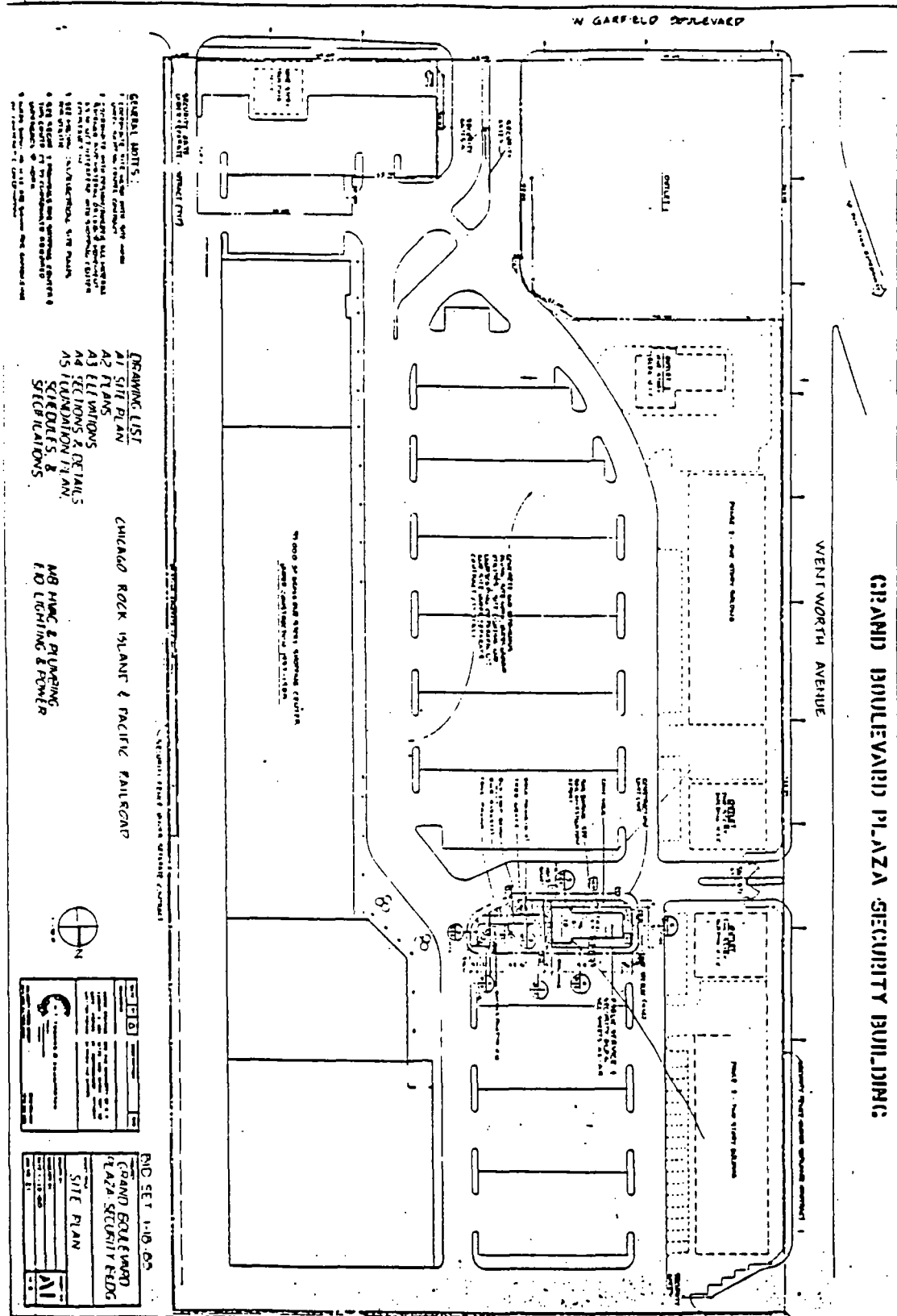
EXECUTION OF LEASE AGREEMENT WITH LAKESIDE GROUP,  
INCORPORATED, DOING BUSINESS AS CHICAGO  
INTERNATIONAL ANTIQUES SHOW, FOR  
SUNDRY PRIVILEGES AT  
NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report

(Continued on page 33912)

Exhibit "A".

5401 S. Wentworth Avenue  
Department of Police  
Beat Representative Program  
8/1/88 - 7/31/91





*Exhibit "A".*

5401 South Wentworth Avenue  
Department Of Police  
Beat Representative Program  
11/1/88 -- 10/31/91

## Description Of Landlord's And Tenant's Work.

## A. General.

## 1. Parking Areas, Roads And Sidewalks.

Paved, drained and lighted parking areas, including access roads, sidewalks, directional signs and markers.

## 2. Utilities.

a. Sanitary Sewer. Connected to toilet facilities.

b. Domestic Water. Connected to toilet rooms including necessary metering facilities. Deposits for meter, if any required, by Tenant.

c. Gas. The Landlord will provide gas service at those localities where natural or manufactured gas (not propane) is available. Service will be sized to take care of Landlord's installed heating system. Tenant to pay meter deposit or connection charges if any required.

## 3. Public Spaces And Service Access.

a. Access. Where possible, a 3 foot 0 inch x 7 foot 0 inch hollow metal door and frame shall be provided connecting the premises to the service area.

## B. Buildings.

### 1. Structure.

- a. Foundations are required by code.
- b. Structural Frame. The structural frame, column, beams and roof deck shall be constructed of incombustible and/or wood framing. Frame shall be designed to carry live and dead loads in accordance with governing building codes. Top of steel to be as shown on Landlord's drawings.
- c. Exterior Walls. Exterior walls shall be of noncombustible construction and a finish of suitable nature and of appropriate materials having a finished appearance and decorative quality designed by Landlord's architect.
- d. Floor. 4-inch concrete floor slab finished to receive floor coverings.
- e. Tenant Party Walls. Party walls to be gypsum board on studs, taped and floated, ready to receive paint. Walls shall extend from floor slab to roof deck. Any concrete block party walls will be left unfinished.
- f. Roof. The roof shall be per Landlord's architectural drawings.

### 2. Finishes.

- a. Toilet Room in common with public washrooms. The Landlord shall provide one (1) approximately 5 foot 0 inch x 5 foot 0 inch x 8 foot 0 inch high toilet room. The room shall be constructed of metal stud with 1/2 inch gypsum board on both sides, taped, and room shall include one (1) door with privacy hardware. Accessory to be toilet tissue dispenser. Room shall comply with building code. Bathroom to contain one (1) six-gallon water heater, one (1) wall-hung lavatory and one (1) water closet.

- b. Ceiling. 2 foot x 4 foot acoustical lay-in, with exposed grid suspending from roof system at approximately 10 foot 0 inch finished ceiling height in sales area only (maximum 75% of leased area).
  - c. Doors And Storefront.
    - 1. One (1) 3 foot 0 inch x 7 foot 0 inch aluminum entrance door with 1/4 inch clear glass on anodized aluminum frame storefront, complete with glazing and hardware.
    - 2. One (1) 2 foot 4 inch x 6 foot 8 inch door and frame to toilet room, complete with privacy hardware.
  - d. Exterior Finish. The Landlord shall provide exterior finish to conform with the design and treatment of the center. Special entrance treatment and storefront treatment required by the Tenant which is in addition to Landlord's work, shall be part of the Tenant's work. Standard bulkhead height is 1 foot 5 inches.
3. Utilities And Services.
- a. Plumbing. The Landlord shall provide one (1) white wall-hung lavatory (standard), one (1) white standard tank type closet with split ring seat and one (1) six gallon hot water heater (electric), mounted below lay-in toilet room, complete with ventilation, vents, connection to sanitary and water service in accordance with applicable codes.
  - b. Heating, Ventilation and Air-Conditioning. The Landlord shall furnish and install three tons of air-conditioning for each 1,200 square feet of leased area to maintain 72° F at 90° outside temperature. Heating shall be 80,000 B.T.U.'s per 1,200 square feet of Tenant space.
  - c. Electrical fixtures to be recessed 2 foot x 4 foot lay-in type in rental space, as below:

for 20 x 40 space	8 fixtures
for 25 x 40 space	8 fixtures
for 30 x 60 space	12 fixtures
for 30 x 55 space	12 fixtures
for 20 x 100 space	28 fixtures
for 30 x 100 space.	33 fixtures

One (1) sign function box in sign background \_\_\_\_\_ storefront with empty conduit to panel.

One (1) \_\_\_\_\_ outlet per each \_\_\_\_\_ lineal foot of \_\_\_\_\_ Tenant area on demising wall.

Typical 30 foot x 100 foot Tenant space shall include:

150 amps, single-phase, 120-240 circuit breaker panels.

Two (2) exit signs.

One (1) battery emergency light fixture.

Eight (8) duplex receptacles, 120 volts.

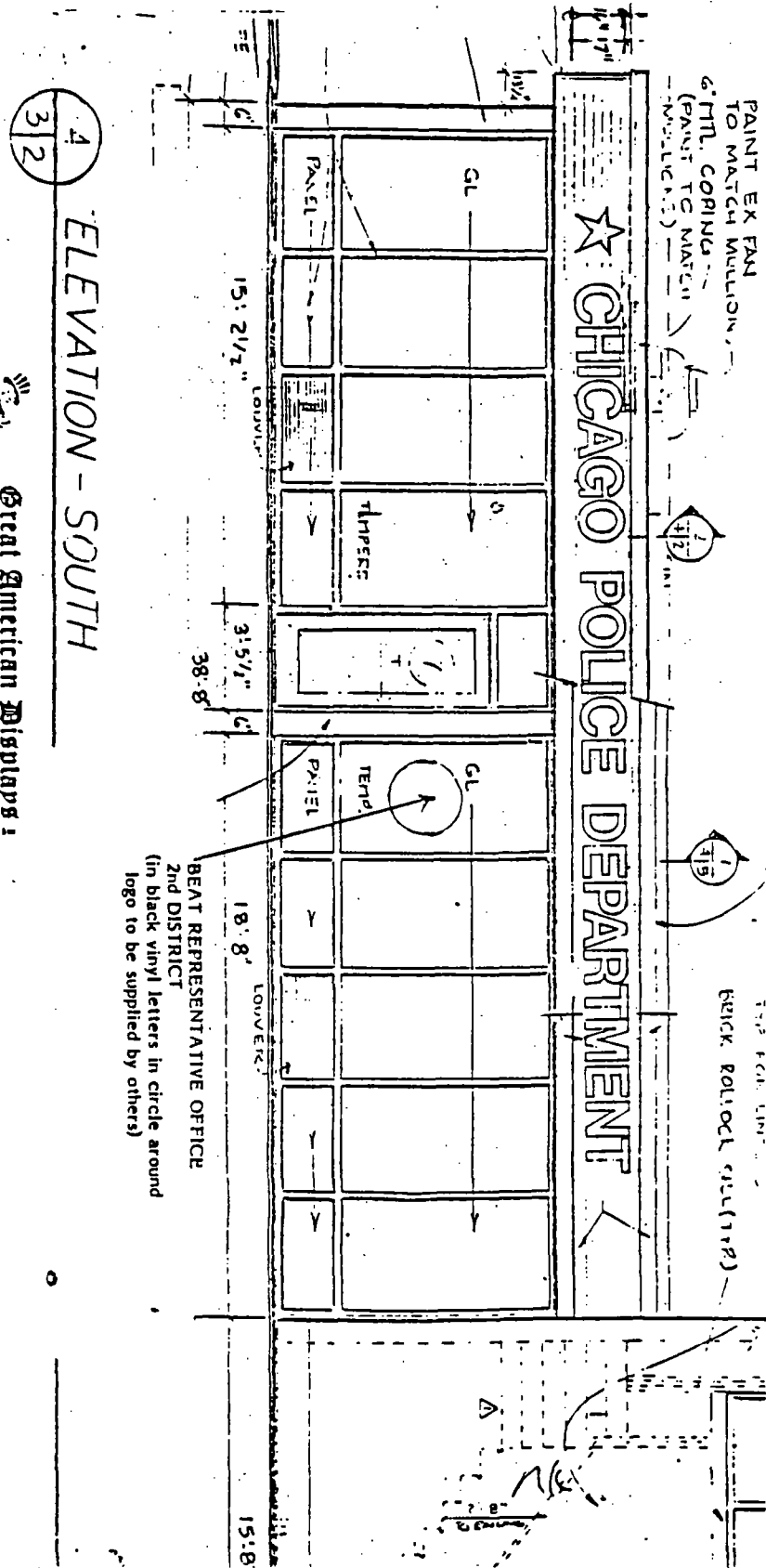
Two (2) three-way switches.

One (1) Nu-Tone fan/light combination.



5401 South Wentworth Avenue  
Department of Police  
Beat Representative Program  
11/1/88 thru 10/31/91

Exhibit "C"  
SIGN DIAGRAM



ELEVATION - SOUTH



Great American Displays  
CORPORATE SQUARE  
825 NORTH CASS AVE., #301  
WESTMONT, IL 60559

DRAWING # 881003D  
DATE: 10/18/88  
JOB: 6 RND DOWNTOWN PLAZA

NOTE: FINISH SEALANT AT  
JUNCTIONS BETWEEN CROSS  
MATERIALS TO MAINTAIN  
CONDITIONS WEATHER AND  
TIGHT

(Continued from page 23904)

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 Antiques Show, for sundry privileges at Navy Pier.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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, Incorporated, an Illinois corporation, doing business as Chicago International Antiques Show for the entire east end, midway, terminal and shelter buildings located on Navy Pier, to be used solely for the purpose of staging an antique show exhibition; such lease to be approved by the Commissioner 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 Lakeside Group, Incorporated, doing business as Chicago International Antiques Show (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; and

Part 2 -- Special Conditions numbered 1 to 10, 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 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 that 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 tenable 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, of 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, Attention: 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 -- Antiques Show.*

1.) Premises.

Lessor does hereby grant to Lessee for its sole and exclusive use in the following areas of Navy Pier:

Auditorium Building

Recreational Building

Shelter Building

Terminal Building

Midway

2.) Purpose.

- A. Auditorium/Recreation Building/Terrace Promenade/Shelter Building/  
Terminal Building.

Lessee shall use the demised premises for the purpose of sponsoring an antique show exhibition 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, October 12, 1988. Lessee will be allowed to use Midway for visitor parking. The Lessee will operate a shuttle bus down the South Dock only.

3.) Term.

The term of this agreement shall begin on the 3rd day of October, 1988 at 8:00 A.M. and shall terminate on the 20th day of October, 1988 at 5:00 P.M.

- A. Set-up time

Lessee shall be allowed to use the demised premises for set-up time beginning on the 3rd day of October, 1988 at 8:00 A.M. in the terminal, shelter and recreation buildings and on the 5th day of October, 1988 in the auditorium and shall terminate on the 12th day of October, 1988 at 4:29 P.M.

B. Chicago International Antiques Show

Antique Show shall begin on the 12th day of October, 1988 at 4:30 P.M. and shall terminate on the 16th day of October, 1988 at 6:00 P.M.

October 12th	Opening night 4:30 P.M. -- 10:30 P.M. Antiquarian and the Old Masters Society of Art Institute of Chicago.
October 13th	12:00 P.M. -- 8:00 P.M.
October 14th	12:00 P.M. -- 8:00 P.M.
October 15th	12:00 P.M. -- 8:00 P.M.
October 16th	12:00 P.M. -- 6:00 P.M.  The Chicago International Antiques Show closes. Breakdown time begins.

C. Breakdown Time

Lessee shall be allowed breakdown time commencing on the 16th day of October and such breakdown time shall terminate on the 18th day of October, 1988 at 5:00 P.M. for the Auditorium and the 19th day of October, 1988 for the recreation building and shall terminate on the 20th day of October, 1988 at 5:00 P.M. for the terminal and shelter buildings.

4.) Rental Rates/Operating Cost.

Lessee shall pay rent for said premises during the period of this lease at the following rates that were authorized by the Commissioner of Economic Development.



## A. Terminal Building

Terminal building will be used for ingress and egress purposes only.

B. Shelter Building                      October 3, 1988 through  
October 20, 1988

\$.50 per net square foot per 12-day period.  
\$500.00 per day for additional set-up and/or breakdown.

7,200 net square feet x \$.50	\$3,600.00
6 additional set-up/breakdown days x \$500.00	<u>3,000.00</u>
Total Days = 18	
Total Rental from shelter building	\$6,600.00

C. Recreation Building                      October 3, 1988 through  
October 19, 1988

\$.50 per net square foot for 12-day period.  
\$250.00 per day for additional set-up and/or breakdown.

1,680 net square feet x \$.50	\$ 840.00
6 days x \$250.00	<u>1,250.00</u>
Total Days = 17	
Total Rental from recreation building	\$2,090.00

D. Auditorium                                      October 5, 1988 through  
October 18, 1988

\$1.50 per net square foot per 12-day period.  
\$550.00 per weekday for additional set-up/breakdown.  
\$3,250.00 per weekend day for set-up/breakdown.

10,104 net square feet x \$1.50	\$15,156.00
2 additional weekend days x \$3,250	<u>6,500.00</u>
Total 14 days on main floor	\$21,656.00





TOTAL: \$30,346.00

Rent payment will be paid as follows:

\$30,346.00 payable by September 30, 1988.

F. Summary of Estimates for Operating Costs

Electricity Deposit	\$ 2,500.00
Gas Deposit	1,000.00
Operating Engineer Deposit	1,700.00
Electrician Deposit	1,800.00
Sprinkler Fitter Deposit	<u>2,000.00</u>
TOTAL:	\$ 9,000.00

Total deposits for estimated operating costs shall be paid by September 30, 1988.

G. Clean-up/Repair/Breakdown/Operating Costs Deposit will be paid as follows:

\$5,000.00 payable by September 30, 1988.

7.) Breakdown Penalty.

In the event that Lessee has not vacated the auditorium by the 18th day of October, 1988 at 5:00 P.M., or the recreation building by the 19th day of October, 1988 at 5:00 P.M., Lessor will deduct \$4,200.00 per day from deposit until auditorium and recreation building are vacated. If terminal and shelter buildings are not vacated by the 20th day of October, 1988 at 5:00 P.M. Lessor will deduct \$2,500.00 per day from deposit until terminal and shelter buildings are vacated.

In the event the Lessee exhausts its entire cleanup/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 and future option dates are null and void.

8.) Condition Of Pier.

Lessee must accept the Pier in its existing condition. There will be no credit given to Lessee for repairs made prior to or during the show, unless approved by the Manager of Navy Pier and the Commissioner of the Department of General Services.

9.) Option.

A. Future Dates

If Pier is available for rental purposes and Lessee agrees to rental terms and conditions of proposed lease, that are given to Lessee by May 15th of each year.

Lessee shall have the right to exercise the balance of its option in reserving the demised premises for the purpose of holding a similar event (Antiques Show) on the following dates:

October 12 -- 15, 1989

October 11 -- 14, 1990

October 10 -- 13, 1991

B. 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 to the Project Coordinator of Navy Pier, Department of Cultural Affairs, 600 North Grand Avenue, Chicago, Illinois 60611, 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 written request on or before January 10th, of each year 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
- deposit equivalent to 20% of the current year's lease.

If Lessee decides not to proceed with these shows on the above dates it must notify the Manager of Navy Pier and Supervisor of Leasing in writing six (6) months in advance.

In addition, if six (6) month reservation cancellation is received after advance notice at Lessor's option and upon written notice to Lessee, this lease will be considered null and void.

C. Rental Rates

The City of Chicago will provide Lessee with the terms and conditions for each Antiques Show by September 1st of the year preceding the show. Lessee deposit will represent acceptance of these rates.

The 1986 rate of Thirty Thousand Three Hundred Forty-six and no/100 Dollars (\$30,346.00) will serve as base rate of future option dates. This base rate represents the rate for a five (5) day event including opening night and represents use of the East End Complex.

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.

D. Cancellation Clause

Lessor has the right to terminate this lease in whole or for any specific event upon providing the Lessee with ninety (90) 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.

E. Set-up Time And Breakdown Time

Option dates specified in Section 7, Paragraph (A) of this lease do not include set-up and breakdown time. Combined set-up and breakdown times of entire show, including show dates will not exceed nineteen (19) days or occupancy of East End and ten (10) days in the auditorium. The Lessee will make every effort to minimize the use of the Pier for such purposes, and make every effort to limit their use of the auditorium to one weekend during the entire period of the show.

F. Combined Use

Lessee acknowledges that the City of Chicago has the right to book other events in the unused Pier facilities during the Antique Show. It will be the City of Chicago's decision if the proposed activities do not conflict with the planned Antique Show.

G. Payment of rent shall be 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, \$150,000.00 per person liability insurance naming the City of Chicago and Public Building Commission as additional insurers 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

10.) 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 persons

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 under 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 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. 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 movable 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, and his word 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 First Deputy Commissioner of Public Works, his representatives, agents or policemen, the Lessee 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 required by the Commissioner of General Services and Department of Cultural Affairs.
- 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. Lessor shall pay for heat, utilities and normal custodial services 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 and recreation buildings and sheds 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 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. Lessee must also acknowledge the City's right to book other events in the unused pier facilities, if in the City's opinion the proposed activities do not conflict with the planned Antique Show.

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 WITH RIVER  
ENTERTAINMENT, INCORPORATED 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 River Entertainment, Incorporated for sundry privileges at Navy Pier.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, 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, Section 24.1 of the Municipal Code of Chicago place the management, control, and leasing at Navy Pier under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services has submitted the Lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said Lease and the recommendation of the Department of General Services; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and River Entertainment, Incorporated, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease agreement attached to this ordinance reads as follows:

*Lease Agreement.**Navy Pier Boats.*

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and River Entertainment, Incorporated (Besty Ann) a corporation organized and existing by virtue of the laws of the State of Ohio (hereinafter called "Lessee").

*Witnesseth:*

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at Navy Pier, Streeter Drive and Grand Avenue, Chicago, Illinois (hereinafter called "Navy Pier").

This agreement shall consist of two parts:

Part I -- General Conditions; and

Part II -- Special Conditions numbered 1 to 7.

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.

*Part I -- General Conditions.**Article I.*

This agreement shall be subject and subordinate to:

(a) 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 Navy Pier and Ogden Slip, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Navy Pier and Ogden Slip concrete dock and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Navy Pier and Ogden Slip concrete docks and wharf area, 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.*

The Lessee shall not, without prior approval of Lessor, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Navy Pier and Ogden Slip dock and wharf area, with any individual, partnership or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to 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 other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

#### *Article III.*

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe,

sanitary and sightly condition and in good repair. Subject to terms and completion of all work by Lessor as delineated in Part II.

*Article IV.*

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 consent in writing in each instance of the Commissioner of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto. Lessee attaches as Exhibit A the form of sign to be approved by Lessor.

*Article V.*

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

*Article VI.*

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing, it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of

whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises or facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

#### *Article VII.*

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, public liability, products liability, property damage, fire and extended coverage, worker's compensation, scaffolding acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto, shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Department of General Services, Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610, for incorporation within this agreement as attachment thereto. Lessee shall not commence to 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.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

*Article VIII.*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee in continued operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

*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 of General Services, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of General Services.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

*Article X.*

If Lessee shall vacate or abandon the premises excluding winter months, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of

the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

#### *Article XI.*

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago River premises, now in effect.

#### *Article XII.*

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.



*Article XIII.*

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, 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 or national origin. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. 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 contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive; and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

*Article XIV.*

Lessee, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

*Article XV.*

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 XVI.*

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, 320 North Clark Street, Room 502, Chicago, Illinois 60610, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Ms. Nora Seivert  
River Entertainment, Incorporated  
11022 Avenue J  
Chicago, Illinois 60617

*Article XVII.*

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 XVIII.*

The unenforceability, invalidity, or illegality of any provision of this lease agreement shall not render the other provisions unenforceable, invalid or illegal.

*Article XIX.*

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 XX.*

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 XXI.*

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 agreement.

*Part II -- Special Conditions.*

1.) Premises.

Dock Area -- 1988 and 1989 -- The Besty Ann

Lessor grants to Lessee the exclusive privilege to use approximately 100 lineal feet of concrete dock space and wharf area on the South Dock of Navy Pier from Frame 68 to Frame 72.

2.) Vessel To Be Moored.

Lessee shall use the vessel to operate a charter boat services which consists of the Besty Ann and for no other purposes whatsoever.

3.) Term.

The term of this agreement shall begin on January 1, 1988 and terminate on December 31, 1989.

4.) Cancellation.

This lease and its attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st.

5.) A. Dock Area -- Navy Pier -- Besty Ann.

January 1, 1988 through December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1, one half of annual rental which will be Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) at the rate of Fifty and no/100 Dollars (\$50.00) per lineal foot, payable by April 1, 1988 or date of execution of lease.

#### Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1988 gross sales as follows:

1. Twenty-five percent (25%) payable upon execution of lease. Based on estimated gross sales of One Hundred Thousand and no/100 Dollars (\$100,000).
2. Balance of 1988 gross sales on or before the 1st day of December, 1988.

January 1, 1989 through December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1, an annual rental rate of Five Thousand Four Hundred and no/100 Dollars (\$5,400.00) at the rate of Fifty and no/100 Dollars (\$54.00) per lineal foot payable by April 1, 1989.

#### Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1989 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1, 1989 based on 1988 gross sales.
2. Balance of 1989 gross sales on or before the 1st day of December, 1989.

#### Back Rent

Lessee agrees to pay Three Thousand Six Hundred Seventeen and 17/100 Dollars (\$3,617.17) in three equal installments due at execution of lease, December 1, 1988 and March 1, 1989.

- B. Upon execution of this lease agreement, Lessee shall make a certified check payable to "City of Chicago" and mail to:

Cary Kalant  
Supervisor of Leasing  
Department of General Services  
Real Estate Office  
320 North Clark Street, Suite 505  
Chicago, Illinois 60610

6.) Operations.

- A. Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- B. Lessee shall have installed at his own expense a two-way shore communications system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board;
  2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communications systems to the full satisfaction of the Commissioner; and
  3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- C. Lessee shall advise the Commissioner of General Services in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.

- D. Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E. Lessee fully understands and agrees that by entering into this agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this agreement.
- F. Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of General Services Office.
- G. The insurance required under this lease agreement shall include, but not be limited to an indemnification in the penal sum of \$4,000,000 indemnifying and saving harmless the City of Chicago and the Public Building Commission against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.
- H. Lessee will have exclusive use of electrical box located at approximately Frame 69 on the South Dock of Navy Pier. In addition, Lessee will pay for telephone installation.
- I. Lessee 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.
- J. Lessor shall remove damaged pilings to accommodate Besty Ann vessel prior to execution of lease.
- K. Garbage Provisions:
  - 1. All dumpsters for River Entertainment, Incorporated will be consolidated near boat vessels or other location designated by Commissioner of General Services in order to not interfere with public pedestrian traffic coming through the wharf area.

2. Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpsters will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
  3. The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.
  4. Lessee shall provide its own scavenger service.
- L. Lessor will not provide sewage hookup to the vessel. However vessel will be allowed to use sewage facilities on North Dock when accessible.
- M. Lessor will provide water hookup to vessel after lease has been approved by the City Council.
- N. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and state statute.
- O. The Department of General Services has authority within five (5) days prior written notice to relocate Lessee's vessels during 1988 and 1989 season to an alternative location on Navy Pier or Ogden Slip for exhibition events using South Dock.

The event leasing Navy Pier will provide the following for Lessee:

1. Relocation of ice machine from its present location to the temporary dock site for the duration of the event and returning the ice machine after the event.
2. Supply 100 amp, 240 single phase electrical cord for adequate electrical service at temporary location.

7.) Records.

Lessee shall:

- A. Maintain, in accordance with accepted accounting practice, during the term of this agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.
- B. Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes.]

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RENEWAL OF LEASE AGREEMENT AT 5859 WEST DIVISION  
STREET FOR DEPARTMENT OF POLICE/BEAT  
REPRESENTATIVE 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 renewal of a lease agreement for office space at 5859 West Division Street for use by the Department of Police/Beat Representative Program.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 renewal of lease from Virgil Gottardo, Paul Gottardo and Margaret Wagner as tenants in common, as Lessors, for approximately 1,140 square feet of office space located at 5859 West Division Street, for use by the Department of Police/Beat Representative Program, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 23947  
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 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 Supervisor of Leasing, Bureau of Assets Management, 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 for said premises during the continuance of this lease at the rate of:

Four Hundred and no/100 Dollars (\$400.00) per month for the period beginning on the 1st day of January, 1988 and ending on the 31st day of December, 1988;

(Continued on page 23948)

LEASE-Short Form Lease No. 12006

Form C. O. No. 18

City of Chicago

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, between Virgil Gottardo, Paul Gottardo and Margaret Wagner as Tenants in Common \_\_\_\_\_

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee: \_\_\_\_\_

Witnesseth: That the Lessors 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: approximately 1,140 square feet of office space located at 5859 West Division Street for the Department of Police/Beat Representative Program.

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 thirty (30) days prior written notice.

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 Leon Wolin/ Price Associates, Inc., One North LaSalle, Chicago, IL 60602 as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision 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 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, Lessors 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: \_\_\_\_\_ Assistant Corporation Counsel, Assets Manager, Real Estate

By: Leon Wolin, President, Price Associates, Inc., Agent for Lessor

By: Commissioner, Department of General Services

Approved: \_\_\_\_\_ Superintendent, Department of Police

(Continued from page 23946)

Four Hundred Forty and no/100 Dollars (\$440.00) per month for the period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1990.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Price Associates, Incorporated, Attention: Leon Wolin, President, One North LaSalle Street, Chicago, Illinois 60602.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Repair the following items prior to execution of lease:

Paint entire premises.

Complete tiling of the floor.

Renovate the lavatory.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide for central air-conditioning when necessary for comfortable occupation of premises and maintain said air-conditioning unit in good operable condition.

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.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

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 in the amount of \$500,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage which shall be renewed for each year during the term of this lease with the 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 upon receipt thereof.

Permit any other city department or agency during term of this lease to use or occupy said premises as administrative office. Said usage to be consistent with terms and conditions in said lease.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for central air-conditioning.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial service 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:

In the event the Lessor should fail to furnish any substantial alterations, 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 ten (10) days after Lessee has notified the Lessor by written notice of 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 by Lessee of any subsequent breach caused by the Lessor or of any right thereby.

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AMENDMENT OF LEASE AGREEMENT AUTHORIZATION WITH  
CHICAGO PARK DISTRICT BY PROHIBITION OF  
VENDORS IN SPECIFIED AREA OF  
SENECA PARK.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending a previously passed ordinance by prohibiting all vendors in a specified area of Seneca Park.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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. That the ordinance passed by the City Council on September 24, 1980, and found on C.J.P., page 3871 be, and the same is hereby amended by adding the language in italics below, and to read as follows:

"That the City Comptroller is authorized to execute on behalf of the City of Chicago, leases to the Park District, a municipal corporation, the following premises commonly known as:

Seneca Park located at North Seneca and East Pearson Streets, Chicago, Illinois, and more particularly described as the area inside the red lines on the plat hereto

attached, marked "Exhibit A", and made a part hereof, *any and all vendors are prohibited.*"

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

[Plat unavailable at time of printing.]

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*Re-Referred -- SALE OF PARCEL LI-2 IN LAKE-KEDZIE  
REDEVELOPMENT AREA.*

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Housing a proposed ordinance providing for the sale of Parcel LI-2 in Lake-Kedzie Redevelopment area.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Housing* by a viva voce vote.

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*Re-Referred -- SALE OF PARCEL R5 IN CHICAGO-ORLEANS  
REDEVELOPMENT PROJECT.*

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Housing a proposed ordinance providing for the sale of Parcel R5 in the Chicago-Orleans Redevelopment Project.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Housing* by a viva voce vote.

*Re-Referred*-- CONVEYANCE OF PARCELS S-2F AND S-2G IN  
HYDE PARK-KENWOOD CONSERVATION AREA TO  
CHICAGO BOARD OF EDUCATION IN EXCHANGE  
FOR MOSELY SCHOOL AND LAWSON  
SCHOOL SITES.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Housing a proposed ordinance to approve the conveyance of Parcels S-2F and S-2G in the Hyde Park-Kenwood Conservation Area to the Chicago Board of Education in exchange for the Mosely School site and the former Lawson School site.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Housing* by a viva voce vote.

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**COMMITTEE ON MUNICIPAL CODE REVISION.**

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*Action Deferred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 181,  
SECTION 181-6.1 REGULATING CREMATORIIUMS.

The Committee on Municipal Code Revision submitted the following report which was, on motion of Alderman Shaw and Alderman Hagopian, *Deferred* and ordered published:

CHICAGO, January 18, 1939.

*To the President and Members of the City Council:*

Your Committee on Municipal Code Revision having held a meeting on Thursday, December 22, 1988 to consider an amendment to Section 181-6.1 of Chapter 181 of the Municipal Code by striking the words "and said crematoriums shall not be within 300 feet of a residential zone", and inserting in lieu thereof, "and crematoriums within the funeral parlors operated by duly licensed Funeral Directors pursuant to the provisions of this ordinance and provides further that said crematoriums situated within such funeral parlors fully comply with any and all licensing requirements by any regulatory agency of local or state governments".

Beg leave to report said ordinance for the full consideration of Your Honorable Body without recommendation.

Respectfully submitted,

(Signed) RICHARD F. MELL,  
*Chairman.*

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

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

SECTION 1. That Section 181-6.1 of Chapter 181 of the Municipal Code by striking therefrom the words "and said crematoriums shall not be within 300 feet of a residential zone" and inserting in lieu thereof "and crematoriums within the funeral parlors operated by duly licensed funeral directors pursuant to the provisions of this ordinance and provides further that said crematoriums situated within such funeral parlors fully comply with any and all licensing requirements by any regulatory agency of local or state governments".

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage and publication.

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**COMMITTEE ON SPECIAL EVENTS AND  
CULTURAL AFFAIRS.**

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**PERMISSION TO CLOSE TO TRAFFIC PORTION OF EAST  
55TH STREET FOR PURPOSE OF  
UNLOADING TRAILERS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Special Events and Cultural Affairs having had under consideration a communication signed by Alderman Lawrence S. Bloom, 5th Ward (referred to your



committee December 24, 1988) to grant permission to Lee Caldwell, for the purpose of unloading four trailers, begs leave to recommend that Your Honorable Body Pass the proposed order, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lee Caldwell, Director of Security, University of Chicago, 5555 South Ellis Avenue, to close to traffic East 55th Street between South Greenwood Avenue and South Ellis Avenue, from 7:00 A.M. on January 10, 1989 to 7:00 A.M. on January 11, 1989, for the purpose of unloading four trailers containing an art shipment from New York.

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PERMISSION TO CLOSE TO TRAFFIC PORTION OF NORTH  
LA SALLE STREET IN CONJUNCTION WITH  
"HANDS AROUND CITY HALL/SHARING  
IT FOOD DRIVE".

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Special Events and Cultural-Affairs having had under consideration a communication signed by Alderman Fred B. Roti, 1st Ward (referred to your committee on December 14, 1988) to grant permission for a routine street closing, begs leave to recommend that Your Honorable Body *Pass* the proposed order, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events to close to traffic the east half of North LaSalle Street between West Randolph and West Washington Streets on Wednesday, December 21, 1988, during the hours of 10:00 A.M. and 1:00 P.M. in conjunction with Hands Around City Hall/Sharing It Food Drive and to erect a stage in front of the entrance to City Hall; also "No Parking" postings on the west side of Clark Street between Randolph and Washington Streets; south side of Randolph Street between Clark and LaSalle Streets; and the north side of Washington Street between Clark and LaSalle Streets.

## AMENDMENT OF 1989 ANNUAL APPROPRIATION ORDINANCE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Special Events and Cultural Affairs having had under consideration a communication signed by Alderman Patrick J. Levar, 45th Ward, begs leave to recommend that Your Honorable Body *Pass* the amended ordinance, which is transmitted herewith.

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

Respectfully yours,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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. Ordinance to amend the Appropriation Budget for 1989 by striking (1) \$70,000 Tourism/Host Bus and inserting \$40,000, and (2) Chicago Tourism Council by striking \$225,000 and inserting \$255,000.

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

Attachment to this ordinance reads as follows:

*1989 Projected Budget For Fund 355,  
Account 9058.*

Line Total		\$3,496,380		
Chicago Convention and				
Visitors Bureau		\$1,330,019		
Chicago Tourism Council	[strike]	225,000	[insert]	\$255,000
Fine Arts Grants		450,000		
International Cultural Exchange		150,000		
Protocol		206,000		
Blues Festival		125,000		
Jazz Festival		250,000		
Gospel Festival		120,000		
Tourism/Host Bus	[strike]	70,000	[insert]	40,000
Latino Festival		100,000		
Fireworks/Venetian Night		49,000		
Celebrate in Chicago promotions		17,361		
Neighborhood Grants		300,000		
Martin Luther King events		20,000		
Christmas events		25,000		
Bud Billiken		7,000		
Printers Row		5,000		
Hiroshima		2,000		

Riverfest	10,000
Washington Memorial	10,000
Siempre en Domingo	25,000

Line 9054 has \$43,077. This line item is marked for special events to be expended at the direction of the Budget Director.

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COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS  
REQUESTED TO HOLD HEARINGS ON ALLOCATIONS OF  
FUNDS RECEIVED AS REVENUE COLLECTED FROM  
HOTEL OPERATORS' OCCUPATION TAX ACT.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman Burton F. Natarus, 42nd Ward (referred to your committee on December 21, 1988) to conduct hearings on the allocation of funds, begs leave to recommend that Your Honorable Body *Pass* the proposed resolution, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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:

*Be It Resolved*, That the Acting Mayor, Eugene Sawyer, and the members of the City Council of the City of Chicago assembled in meeting this 18th day of January, 1989, do hereby request the City Council Committee on Special Events and Cultural Affairs conduct hearings on the allocation of funds received as a result of the revenue collected from the Hotel Operators' Occupation Tax Act.

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## JOINT COMMITTEE

### COMMITTEE ON AVIATION.

### COMMITTEE ON FINANCE.

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AMENDMENT OF ORDINANCE WHICH EXECUTED SETTLEMENT  
AGREEMENT WITH SPECIFIED AIRLINES AND AMENDED  
CHICAGO O'HARE INTERNATIONAL AIRPORT  
AMENDED AND RESTATED USE  
AGREEMENT AND TERMINAL  
FACILITIES LEASE.

A Joint Committee composed of the members of the Committee on Aviation and the members of the Committee on Finance submitted the following report:

CHICAGO, January 18, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance and Committee on Aviation, having had under consideration an ordinance amending an ordinance passed on December 14, 1988, concerning the execution of a settlement agreement with various signatory airlines at Chicago-O'Hare International Airport relating to charges assessed against the airlines for the years 1983 -- 1987 and authorizing an amendment to the Chicago-O'Hare International Airport Amended and Restated Use Agreement and Terminal Facilities Lease, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman,*  
*Committee on Finance.*

(Signed) THOMAS W. CULLERTON,  
*Chairman,*  
*Committee on Aviation.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 December 14, 1988, this City Council adopted an ordinance approving a Settlement Agreement and Use Agreement amendment relating to Chicago-O'Hare International Airport; and

WHEREAS, It is necessary and advisable for this City Council to authorize the execution and delivery of an alternate Settlement Agreement and alternate Use Agreement amendment as herein provided; now, therefore,

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

SECTION 1. The City Council of the City of Chicago hereby approves the form of Settlement Agreement attached hereto as Exhibit A ("Alternate Settlement Agreement") and the form attached as Exhibit B. Upon a determination by the Mayor and the Commissioner of the Department of Aviation that the execution and delivery by the City of the Alternate Settlement Agreement or the Settlement Agreement approved by this City Council on December 14, 1988, would be advantageous to the City, the Mayor, the Commissioner of the Department of Aviation, the City Comptroller and the Corporation Counsel shall be authorized to enter into and execute, and the City Clerk is directed to attest to, on behalf of the City, the Alternate Settlement Agreement or the Settlement Agreement with the Airlines listed in Exhibits A and B respectively, which Alternate Settlement Agreement and Settlement Agreement is made a part hereof. The Alternate Settlement Agreement or the Settlement Agreement, as the case may be, if executed and delivered by the City, shall be in substantial conformity with the form attached hereto as Exhibit A or Exhibit B respectively.

SECTION 2. The City Council of the City of Chicago hereby approves the form of the 1989 Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease attached hereto as Exhibit C ("Alternate Use Agreement Amendment") and the form attached as Exhibit D. Upon a determination by the Mayor and the Commissioner of the Department of Aviation that the execution and delivery by the City of the Alternate Use Agreement Amendment or the Use Agreement Amendment approved by this City Council on December 14, 1988, would be advantageous to the City, the Mayor, the Commissioner of the Department of Aviation, the City Comptroller and Corporation Counsel shall be authorized to enter into and execute, and the City Clerk is directed to attest to, on behalf of the City, the Alternate Use Agreement Amendment or the Use Agreement Amendment, which Alternate Use Agreement Amendment and Use Agreement Amendment is made a part hereof. The Alternate Use Agreement Amendment or the Use Agreement Amendment, as the case may be, if executed and delivered by the City, shall be in substantial conformity with the form attached hereto as Exhibit C or Exhibit D respectively.

SECTION 3. The City Council of the City of Chicago hereby approves and the Mayor, the Commissioner of the Department of Aviation, the City Comptroller, and the Corporation Counsel are hereby authorized to execute, and the City Clerk is directed to attest to, on behalf of the City of Chicago, substantially similar settlement agreements and use agreement amendments with other airlines which are parties to the Airport Use Agreement.

SECTION 4. Any and all prior ordinances and resolutions of the City Council of the City of Chicago in conflict with this ordinance are hereby repealed insofar as such prior ordinances and resolutions are in conflict with this ordinance, but such prior ordinances and resolutions shall remain in effect as to any other matter not covered by this ordinance.

SECTION 5. This ordinance shall be in effect from and after its passage.

Exhibits "A" through "D" attached to this ordinance read as follows:



*Exhibit "A".*

*Settlement Agreement.*

This Settlement Agreement (this "Agreement") made and entered into as of this \_\_\_\_\_ day of January, 1989, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Airline").

*Witnesseth:*

Whereas, the City and the Airline have entered into the Chicago-O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Amended and Restated Use Agreement"); and

Whereas, there has been a dispute between the City and the Airline and certain other Airline Parties (collectively, the "Airlines") with respect to the inclusion in Airport Fees and Charges of certain indirect salaries and expenses, as further described herein; and

Whereas, the City and the Airlines have agreed to resolve that dispute with respect to Airport Fees and Charges for Fiscal Years 1983 through 1987 and to resolve certain other matters related to the Amended and Restated Use Agreement in the manner described herein;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the City and the Airline agree as follows:

Section 1. Except as otherwise defined herein, capitalized terms shall have the same meanings given such terms in the Amended and Restated Use Agreement or in the General Airport Revenue Bond Ordinance.

Section 2. The City shall make cash payments, from Airport funds, to the Airlines in the amount of \$6,141,155. These payments shall discharge the City's payment obligations under Section 7.07 of the Amended and Restated Use Agreement for Fiscal Years 1983 through 1985.

Section 3. The City shall also pay the Airlines an additional sum of \$2,755,682 (the "deferred payment") through the mechanism described in Section 6 below.

Section 4. The cash payments and deferred payment described above shall be paid to the individual Airlines in the following amounts:

	Principal	Deferred Payment	Total
American	\$1,381,544	\$800,931	\$2,182,475
Delta	(355,166)	106,424	(248,742)
Northwest	799,982	245,780	1,045,762
Piedmont	116,923	12,218	129,141
TWA/Ozark	141,221	162,182	303,403
United	3,665,146	1,405,121	5,070,267
USAir	36,339	34,291	70,630

The precise amounts of repayments pursuant to Section 7.07 for Fiscal Years 1983 through 1987 shall be subject to verification and adjustment on the City's submission of final audits for Fiscal Years 1983 through 1987, in accordance with Section 7.07 of the Amended and Restated Use Agreement.

Section 5. For Fiscal Years 1984 through 1987, the City assessed Airport Fees and Charges attributable to indirect salaries and expenses at levels in excess of 5 percent of the direct salaries and expenses charged by five City departments. These indirect charges exceeded 5 percent of direct salaries and expenses by approximately \$11 Million. The City shall make deferred repayments to the Airlines of approximately \$11 Million (the "excess indirect charges") for Fiscal Years 1984 through 1987 through the mechanism described in Section 6 below. The repayments of excess indirect charges for Fiscal Years 1984 through 1986 shall be made with respect to the individual Airlines in the following amounts:

American	\$3,024,548
Delta	682,557
Northwest	560,105
Piedmont	23,641
TWA	579,573
United	4,378,717
USAir	159,629

The excess indirect charges for Fiscal Year 1987 (and the corresponding repayments) shall be determined on the City's submission of a final audit for 1987.

Section 6. In order to implement the repayments of excess indirect charges and deferred payments, the City shall, for each Fiscal Year, calculate the total Airport Development Fund payment requirement described in Section 10.02 of the Amended and Restated Use Agreement, as adjusted in accordance with Section 10.03 thereof, and shall calculate the amount in respect of the Airport Development Fund payment requirement which would be includable in the calculation of each Airlines' Terminal Area Use Charges and Landing Fees for such Fiscal Year. However, commencing January 1, 1989, no amount in respect of the Airport Development Fund payment requirement shall be included in the calculation of any individual Airline's Terminal Area Use Charges or Landing Fees unless and until such time as the total amounts in respect of the Airport Development Fund payment requirement which would have otherwise been included in the calculations of such Airline's Terminal Area Use Charges and Landing Fees equal the total amounts payable to such Airline by City for excess indirect charges and deferred payments hereunder.

Section 7. The precise amounts of repayments for excess indirect charges shall be subject to verification and adjustment on the City's submission of final audits for Fiscal Years 1984 through 1987, in accordance with Section 7.07 of the Amended and Restated Use Agreement.

Section 8. The methodology for determining settlements for excess indirect charges shall be final for Fiscal Years 1983 through 1987. The parties shall remain free to assert and litigate their respective positions on the inclusion in Airport Fees and Charges of certain indirect expenses for Fiscal Years 1988 and beyond. The City's repayment of the excess indirect charges will in no way prejudice the City's position in any subsequent litigation over fees and charges for indirect expenses in Fiscal Years 1988 and beyond.

Section 9. The City and the Airline acknowledge that in order for the City to implement the terms of this Settlement Agreement, the Amended and Restated Use Agreement must be amended. The City and the Airline hereby agree to expeditiously take all actions necessary to authorize and execute an amendment to the Amended and Restated Use Agreement, in the form attached hereto as Exhibit C. The City and the Airline further agree that this Agreement shall become effective upon the execution and delivery hereof and the execution and delivery of such amendment by the City and the Airline.

Section 10. Upon satisfaction of the City's obligations under Section 2, the parties shall negotiate in good faith with respect to fees and charges to be assessed for indirect expenses at the Airport. In the course of such negotiations the parties shall be free to raise and discuss other issues relating to the Amended and Restated Use Agreement and other agreements between the parties. However, the City's agreement to make repayments in an amount equal to the excess indirect charges for Fiscal Years 1983 through 1987 shall be final, and shall not be rescinded or terminated in the event that the parties are unable to reach agreement on fees and charges for indirect expense for Fiscal Years 1988 and beyond. This settlement is being made solely to terminate the dispute described herein and does not constitute an admission by the City of any liability to the Airlines.

Section 11. This Agreement supersedes the agreement in principle between the City of Chicago and the Airlines set forth in the letter from Stephen C. Neal, P. C. to William H. Farley, Jr., dated October 19, 1988.

In Witness Whereof, the City has caused this Agreement to be executed on its behalf by its \_\_\_\_\_ Mayor, pursuant to due authorization of the City Council of the City, and its seal to be hereunto affixed and attested by the City Clerk of the City, and the Airline has caused this Agreement to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

*Exhibit "B".*

*Settlement Agreement.*

This Settlement Agreement (this "Agreement") made and entered into as of this \_\_\_\_\_ day of December, 1988, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Airline").

*Witnesseth:*

Whereas, the City and the Airline have entered into the Chicago-O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Amended and Restated Use Agreement"); and

Whereas, there has been a dispute between the City and the Airline and certain other Airline Parties (collectively, the "Airlines") with respect to the inclusion in Airport Fees and Charges of certain indirect salaries and expenses, as further described herein; and

Whereas, the City and the Airlines have agreed to resolve that dispute with respect to Airport Fees and Charges for Fiscal Years 1983 through 1987 and to resolve certain other matters related to the Amended and Restated Use Agreement in the manner described herein;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the City and the Airline agree as follows:

Section 1. Except as otherwise defined herein, capitalized terms shall have the same meanings given such terms in the Amended and Restated Use Agreement or in the General Airport Revenue Bond Ordinance.

Section 2. As soon as practicable after the issuance of the Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1988 Series A and B, the City shall make cash payments, from Airport funds, to the Airlines in the amount of \$6,141,155. These payments shall discharge the City's payment obligations under Section 7.07 of the Amended and Restated Use Agreement for Fiscal Years 1983 through 1985.

Section 3. The City shall also pay the Airlines an additional sum of \$2,755,682 (the "deferred payment") through the mechanism described in Section 6 below.

Section 4. The cash payments and deferred payment described above shall be paid to the individual Airlines in the following amounts:

	Principal	Deferred Payment	Total
American	\$1,381,544	\$800,931	\$2,182,475
Delta	(355,166)	106,424	(248,742)
Northwest	799,982	245,780	1,045,762
Piedmont	116,923	12,218	129,141
TWA/Ozark	141,221	162,182	303,403
United	3,665,146	1,405,121	5,070,267
USAir	36,339	34,291	70,630

The precise amounts of repayments pursuant to Section 7.07 for Fiscal Years 1983 through 1987 shall be subject to verification and adjustment on the City's submission of final audits for Fiscal Years 1983 through 1987.

Section 5. For Fiscal Years 1984 through 1987, the City assessed Airport Fees and Charges attributable to full absorption indirect salaries and expenses at levels in excess of 5 percent of the direct salaries and expenses charged by five City departments. These full absorption indirect charges exceeded 5 percent of direct salaries and expenses by approximately \$11 Million. The City shall make deferred repayments to the Airlines of approximately \$11 Million (the "excess indirect charges") for Fiscal Years 1984 through 1987 through the mechanism described in Section 6 below. The repayments of excess indirect charges for Fiscal Years 1984 through 1986 shall be made with respect to the individual Airlines in the following amounts:

American	\$3,024,548
Delta	682,557
Northwest	560,105
Piedmont	23,641
TWA	579,573
United	4,378,717
USAir	159,629

The excess indirect charges for Fiscal Year 1987 (and the corresponding repayments) shall be determined on the City's submission of a final audit for 1987.

Section 6. In order to implement the repayments of excess indirect charges and deferred payments, the City shall include in the calculation of Airport Fees and Charges for each Fiscal Year the Airport Development Fund payment requirement described in Section 10.02 of the Amended and Restated Use Agreement, as adjusted in accordance with Section 10.03 thereof. The City shall instruct the Trustee to transfer, on the business day of the Trustee immediately preceding each January 1 and July 1, to the City for deposit into the Airport Development Fund an amount equal to one-half of the Airport Development Fund Deposit Requirement, if any, for the Fiscal Year which includes such January 1 and July 1. The City shall then deposit such amount into the Airport Development Fund. Commencing no later than the January 1, 1990 deposit, the City shall, within 60 days of such deposit, make repayments to the Airlines from cash in the Airport Development Fund for the deferred payment and excess indirect charges. The amount of each such repayment to the Airline shall be the amount which was included in the Airline's Airport Fees and Charges for the previous six-month period and collected from the Airline to meet the Airline's share of the Airport Development Fund Deposit Requirement for such January 1 or July 1. The City's obligation to make each such repayment is limited to the amount so collected from the Airline. The City's obligation to make repayments to the Airline is limited in the aggregate to the amounts set forth opposite the Airline's name in Section 4 under the Deferred Payment column and in Section 5.

Section 7. The precise amounts of repayments for excess indirect charges shall be subject to verification and adjustment on the City's submission of final audits for Fiscal Years 1984 through 1987. No amounts collected from the Airline in accordance with Section 6 hereof and deposited into the Airport Development Fund shall be used for any purpose other than such repayment to the Airline until the Airline has been completely reimbursed for its share, as described herein, of the excess indirect charges and the deferred payment.

Section 8. The methodology for determining settlement for excess indirect charges shall be final for Fiscal Years 1983 through 1987. The parties shall remain free to assert and litigate their respective positions on the inclusion in Airport Fees and Charges of certain indirect expenses for Fiscal Years 1988 and beyond. The City's repayment of the excess indirect charges will in no way prejudice the City's position in any subsequent litigation over fees and charges for indirect expenses in Fiscal Years 1988 and beyond.

Section 9. The City and the Airline acknowledge that in order for the City to make the repayments of excess indirect charges and deferred payment with funds in the Airport Development Fund, the Amended and Restated Use Agreement must be amended to allow such use of funds in the Airport Development Fund. The City and the Airline hereby agree to expeditiously take all actions necessary to authorize and execute an amendment to the Amended and Restated Use Agreement, in the form attached hereto as Exhibit D. The City and the Airline further agree that this Agreement shall become effective upon the execution and delivery hereof and the execution and delivery of such amendment by the City and the Airline.

Section 10. Upon execution of this Agreement, the parties shall negotiate in good faith with respect to fees and charges to be assessed for indirect expenses at the Airport. In the course of such negotiations the parties shall be free to raise and discuss other issues relating to the Amended and Restated Use Agreement and other agreements between the parties. However, the City's agreement to make repayments in an amount equal to the excess indirect charges for Fiscal Years 1983 through 1987 shall be final, and shall not be rescinded or terminated in the event that the parties are unable to reach agreement on fees and charges for indirect expense for Fiscal Years 1988 and beyond. This settlement is being made solely to terminate the dispute described herein and does not constitute an admission by the City of any liability to the Airlines.

Section 11. This Agreement supersedes the agreement in principle between the City of Chicago and the Airlines set forth in the letter from Stephen C. Neal, P. C. to William H. Farley, Jr., dated October 19, 1988.

In Witness Whereof, the City has caused this Agreement to be executed on its behalf by its \_\_\_\_\_ Mayor, pursuant to due authorization of the City Council of the City, and its seal to be hereunto affixed and attested by the City Clerk of the City, and the Airline has caused this Agreement to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

*Exhibit "C".*

*1989 Amendment**To**Amended And Restated Airport Use**Agreement And Terminal Facilities Lease.*

This 1989 Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease (this "Amendment") made and entered into as of this \_\_\_\_ day of January, 1989 by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ ("Airline").

*Witnesseth:*

Whereas, City and Airline have entered into the Chicago-O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Amended and Restated Use Agreement"); and

Whereas, City and Airline and City and certain other airlines have entered into those certain Settlement Agreements dated as of January \_\_\_\_, 1989; and

Whereas, it is necessary and advisable to amend the Amended and Restated Use Agreement in certain respects in order to implement the terms of the Settlement Agreements;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Section 10.02 of the Amended and Restated Use Agreement is hereby amended to read in its entirety as follows:

"Beginning with the first Fiscal Year following the earlier to occur of (a) the Date of Beneficial Occupancy with respect to any Exclusive Use Premises in Terminal Building No. 1 and (b) December 31, 1989, and continuing for each Fiscal Year thereafter, there shall be included in the calculation of Airport Fees and Charges an amount equal to twenty percent (20%) of the amount by which Concession Revenues, as reflected in the Final Audit for such Fiscal Year, exceed Concession Revenues for the last full calendar year preceding the Effective Date (the "Airport Development Fund payment requirement"), which payment requirement shall be adjusted in accordance with Section 10.03. Notwithstanding the foregoing, commencing January 1, 1989, no amount in respect of the Airport Development Fund payment requirement



shall be included in the calculation of Airline's Terminal Area Use Charges pursuant to Section 5.03 or in the calculation of the Net Cost of the Airfield Area for purposes of calculating Airline's Landing Fees pursuant to Sections 5.06 and 5.07 unless and until such time as the total amounts in respect of the Airport Development Fund payment requirement which would have otherwise been included in such calculations of Airline's Terminal Area Use Charges and Landing Fees equal the total amounts payable to Airline by City pursuant to that certain Settlement Agreement dated as of January \_\_\_\_, 1989 by and between City and certain Airline Parties (excluding, however, any amount payable to Airline pursuant to Section 2 of such Settlement Agreement)."

Section 2. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its \_\_\_\_\_ Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

*Exhibit "D".*

*1988 Amendment*

*To*

*Amended And Restated Airport Use*

*Agreement And Terminal Facilities Lease.*

This 1988 Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease (this "Amendment") made and entered into as of this \_\_\_\_ day of December, 1988 by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ ("Airline").

*Witnesseth:*

Whereas, City and Airline have entered into the Chicago-O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Amended and Restated Use Agreement"); and

Whereas, City and Airline and City and certain other airlines have entered into those certain Settlement Agreements dated as of December \_\_\_\_, 1988; and

Whereas, it is necessary and advisable to amend the Amended and Restated Use Agreement in certain respects in order to implement the terms of the Settlement Agreements;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Paragraph (a) of Section 10.04 of the Amended and Restated Use Agreement is hereby amended to read in its entirety as follows:

"(a) City may make payments out of the Airport Development Fund for one or more of the following uses at or related to (i) the Airport, (ii) Chicago-Midway Airport and Merrill C. Meigs Field, if owned or operated by City as of the Effective Date, or (iii) any airport other than those described above owned or operated by City and approved by a Majority-in-Interest: (1) construction, improvement or repair of runways, taxiways or facilities incidental thereto; (2) installation and maintenance of navigational aids; (3) purchase of land for clear zones and runway and taxiway expansion; (4) aircraft parking areas used in common and not directly adjacent to any exclusive use facilities; (5) roadways, automobile parking lots and garages, and ground transportation systems; (6) heating and refrigeration facilities and other facilities related to utilities (except any such facilities which exclusively serve exclusive use facilities); (7) improvements to any portion of any structure, which portion is not exclusively used by any person; and (8) payments pursuant to those certain Settlement Agreements dated as of December \_\_\_\_\_, 1988, by and between City and certain Airline Parties."

Section 2. Paragraph (b) of Section 10.04 of the Amended and Restated Use Agreement is hereby amended to read in its entirety as follows:

"(b) Notwithstanding the foregoing, (i) with respect to any airport other than the Airport, payments may not be made out of the Airport Development Fund for improvements to passenger terminals or roadways, automobile parking lots and garages, or aircraft parking areas which directly serve passenger terminals, and (ii) with respect to the Airport and any other airport, payments may not be made out of the Airport Development Fund for any improvements which directly and exclusively

benefit any person or persons in the Air Transportation Business, except as set forth in clause (8) of paragraph (a) of this Section 10.04."

Section 3. Paragraph (c) of Section 10.04 of the Amended and Restated Use Agreement is hereby amended to read in its entirety as follows:

"(c) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, and if amounts in the Emergency Reserve Fund available pursuant to Section 11.03(b) to pay such fees, charges and rentals have been exhausted, City shall make payments out of "Unobligated Funds," as below defined, in the Airport Development Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges. "Unobligated Funds" means all funds in the Airport Development Fund in excess of the aggregate cost of all improvements to be funded from the Airport Development Fund pursuant to notice given in accordance with Section 8.03 or Majority-in-Interest approval granted in accordance with the procedure set forth in Section 8.06. "Unobligated Funds" shall not include funds in the Airport Development Fund required to be used in accordance with the Settlement Agreements referred to in clause (8) of paragraph (a) of this Section 10.04."

Section 4. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its \_\_\_\_\_ Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

**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.**

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*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
<i>STONE</i> for <i>ROTI</i> (1st Ward)	South Canal Street (west side) from a point 30 feet south of West Harrison Street to a point 88 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	South State Street (west side) from a point 88 feet north of East Balbo Avenue to a point 30 feet north thereof -- at all times -- no exceptions;

Alderman

Location, Distance And Time

East Van Buren Street (north side) from a point 122 feet west of South Wabash Avenue to a point 30 feet west thereof -- at all times -- no exceptions;

*VRDOLYAK* (10th Ward)

South Commercial Avenue, at 9126 -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;

*CARTER* (15th Ward)

West 59th Street, at 2318 -- 7:30 A.M. to 3:30 P.M. -- Monday through Friday;

*MELL* (33rd Ward)

West Fullerton Avenue, at 2516 -- at all times -- no exceptions;

North Oakley Avenue, approximately 2951 (northeast corner) -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

*NATARUS* (42nd Ward)

North Dearborn Street, at 1036 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

West Weed Street, at 901 and alongside North Fremont Street in front of entrance (approximately 64 feet in each instance) -- 8:00 A.M. to 12:00 Midnight -- no exceptions.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
LOADING ZONE ON PORTION OF SOUTH  
PEORIA STREET.

Alderman Stone for Alderman Roti (1st Ward) presented a proposed ordinance which would amend an ordinance passed on December 14, 1988 (C.J. pp. 21499 -- 21500) by striking the words "South Peoria Street (west side) from a point 32 feet north of West Van Buren Street to a point 75 feet north thereof and from a point 196 feet north of West Van Buren

Street to a point 92 feet north thereof -- at all times", relative to the loading zone on portion of South Peoria Street and inserting in lieu thereof "South Peoria Street (west side) from a point 32 feet north of West Van Buren Street to a point 75 feet north thereof and from a point 196 feet north of West Van Buren Street to a point 92 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS  
ON SPECIFIED PUBLIC WAYS.

Alderman J. Evans (21st Ward) presented two proposed ordinances to restrict the movement of traffic to a southerly direction at the entrance of the alley on West 88th Street, between South Paulina Street and South Marshfield Avenue and to an easterly direction at the entrance of the alley on West 87th Place, between South Paulina Street and South Marshfield Avenue, which were *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
WEST BYRON STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend an ordinance passed on November 16, 1988 (C.J. p. 19277) by striking the words "West Byron Street, from North St. Louis Avenue to North Kedzie Avenue -- easterly, except that part between North Bernard Street and North Kimball Avenue -- westerly", relative to the one-way traffic restriction on portion of West Byron Street and inserting in lieu thereof "West Byron Street, from North St. Louis Avenue to North Kimball Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
WEST CULLERTON STREET.

Alderman Soliz (25th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "West Cullerton Street, between South

Rockwell Street and South Washtenaw Avenue -- westerly", relative to the one-way traffic restriction on portion of West Cullerton Street and inserting in lieu thereof "West Cullerton Street, between South Washtenaw Avenue and South Rockwell Street -- easterly", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
NORTH KARLOV AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "North Karlov Avenue, from North Milwaukee Avenue to West Addison Avenue (one-way northerly)", relative to the one-way traffic restriction on portion of North Karlov Avenue and inserting in lieu thereof "North Karlov Avenue, from West Roscoe Street to West Addison Avenue -- one-way northerly, two-way from North Milwaukee Avenue to West Roscoe Street", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
NORTH KOSTNER AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "North Kostner Avenue, from West Roscoe Street to West Belmont Avenue -- one-way southerly", relative to the one-way traffic restriction on portion of North Kostner Avenue and inserting in lieu thereof "North Kostner Avenue, from West Roscoe Street to West Belmont Avenue -- one-way southerly, except North Kostner Avenue, from West School Street to West Belmont Avenue -- easterly and westerly (3200 block of North Kostner Avenue)", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred* -- INSTALLATION OF PARKING METERS ON PORTION  
OF SOUTH HALSTED STREET.

Alderman Langford (16th Ward) presented a proposed order for the installation of parking

meters on both sides of South Halsted Street, between West 62nd Street and West 65th Street during the hours of 9:00 A.M. to 9:00 P.M., daily, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* REMOVAL OF TWO PARKING METERS LOCATED IN  
FRONT OF 9126 SOUTH COMMERCIAL AVENUE.

Alderman Vrdolyak (10th Ward) presented a proposed order for the removal of two parking meters located in front of 9126 South Commercial Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* REMOVAL OF TWO PARKING METERS IN FRONT  
OF 1036 NORTH DEARBORN STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of two parking meters numbered 247-1062 and 247-1061 located in front of 1036 North Dearborn Street, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* DIAGONAL PARKING PERMITTED IN 5000 TO 5100  
BLOCKS OF SOUTH LAKE SHORE DRIVE.

Alderman T. Evans (4th Ward) presented a proposed order to permit diagonal parking on the west side of the 5000 to 5100 blocks of South Lake Shore Drive, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* DISCONTINUANCE OF DIAGONAL PARKING AT  
2640 WEST BELMONT AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance which would amend an



ordinance passed on February 10, 1988 (C.J. pp. 10497 -- 10498) by discontinuing the diagonal parking at 2640 West Belmont Avenue alongside North Washtenaw Avenue, from West Belmont Avenue to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

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*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, Distance And Time
<i>STONE</i> for <i>ROTI</i> (1st Ward)	South Miller Street, at 902 (except for handicapped);  East Randolph Street (north side/lower level) from North Field Boulevard to a point 25 feet east thereof;
<i>TILLMAN</i> (3rd Ward)	South Shields Avenue, at 5410 (except for handicapped);  South Lowe Avenue, at 5300 (except for handicapped);  South Wells Street, at 5408 (except for handicapped);
<i>ROBINSON</i> (6th Ward)	South Evans Avenue, at 7529 (except for handicapped);  South Ingleside Avenue, at 7845 (except for handicapped);
<i>SHAW</i> (9th Ward)	South LaSalle Street, at 12214 (except for handicapped);

Alderman	Location, Distance And Time
<i>VRDOLYAK</i> (10th Ward)	South Avenue O, at 10957 (except for handicapped);
<i>FARY</i> (12th Ward)	South Wood Street, at 3710 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	West 65th Street, at 3919 (except for handicapped); South Kolin Avenue, at 6152 (except for handicapped); West 63rd Place, at 5531 (either side of driveway); West 53rd Place, at 3420 (except for handicapped); South Pulaski Road (east side) between West 61st Street and West 61st Place;
<i>BURKE</i> (14th Ward)	South Troy Street, at 5155 (except for handicapped); South Richmond Street, at 5217 (except for handicapped); West 65th Street, at 3323 (except for handicapped);
<i>LANGFORD</i> (16th Ward)	South Halsted Street, at 6416 -- 6418, from a point 140 feet south of West 64th Street to a point 50 feet south thereof;
<i>J. EVANS</i> (21st Ward)	South Green Street, at 9337; South Throop Street (west side) at 9900 -- 9914;

Alderman	Location, Distance And Time
<i>KRYSTYNIAK</i> (23rd Ward)	West 99th Street (south side) at 1301 -- 1307;  South Emerald Avenue, at 9727 (except for handicapped);  South New England Avenue, at 5909 (except for handicapped);
<i>SOLIZ</i> (25th Ward)	West Ogden Avenue (east lane) from South Fairfield Avenue to South California Avenue (except for emergency vehicles);  West 22nd Place, at 2620 (except for handicapped);
<i>BUTLER</i> (27th Ward)	North Western Avenue, at 604 (except for handicapped);  West Fulton Street, at 2826;
<i>DAVIS</i> (29th Ward)	West Adams Street, at 5446 (except for handicapped);  West Ohio Street, at 5922 (except for handicapped);
<i>HAGOPIAN</i> (30th Ward)	North Kilbourn Avenue, at 3312 (except for handicapped);  North Tripp Avenue, at 2044 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	South Eggleston Avenue, at 10433 (except for handicapped);  South Eggleston Avenue, at 11243 (except for handicapped);

Alderman	Location, Distance And Time
<i>KOTLARZ</i> (35th Ward)	West Wrightwood Avenue, at 3809 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Grace Street, at 5616 (either side of driveway);  West Grace Street, at 5622 (either side of driveway);
<i>PUCINSKI</i> (41st Ward)	North Tonty Avenue (east side) between North Caldwell Avenue and a point 150 feet north thereof;
<i>SCHULTER</i> (47th Ward)	West Waveland Avenue, at 1604 (except for handicapped);
<i>STONE</i> (50th Ward)	North Albany Avenue, at 6339 -- 6341 (except for handicapped);  West Jarvis Avenue, at 2909 (except for handicapped).

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*Referred* -- PROHIBITION OF PARKING DURING SPECIFIED  
HOURS AT 6250 SOUTH CLAREMONT AVENUE.

Alderman Carter (15th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the east side of 6250 South Claremont Avenue, from the alley to West 63rd Street, during the hours of 6:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*-- DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF WEST MONTROSE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on both sides of West Montrose Avenue, between North Ashland Avenue and North Marine Drive from 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M., Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- DISCONTINUANCE OF PARKING PROHIBITION IN  
9100 BLOCK OF SOUTH PAULINA AVENUE.

Alderman J. Evans (21st Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on both sides of the 9100 block of South Paulina Avenue, from 8:00 A.M. to 10:00 A.M., Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- ESTABLISHMENT OF RESIDENTIAL PERMIT  
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FIGUEROA</i> (31st Ward)	North Harding Avenue (both sides) in the 1300 block --at all times;
<i>KOTLARZ</i> (35th Ward)	North Central Park Avenue (both sides) from West Waveland Avenue to West Grace Street -- at all times.

*Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT  
PARKING ZONE 160 ON PORTION OF NORTH  
KILBOURN AVENUE.*

Alderman Levar (45th Ward) presented a proposed ordinance which would amend an ordinance passed on November 16, 1988 (C.J. pp. 19291 -- 19292) by discontinuing Residential Permit Parking Zone 160 on both sides of the 4700 and 4800 blocks of North Kilbourn Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT  
SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FARY</i> (12th Ward)	South Fairfield Avenue at 4426, north side of the alley immediately south from street to a point approximately 150 feet west thereof -- at all times -- no exceptions;
<i>KRYSTYNIAK</i> (23rd Ward)	West 51st Street (south side) from South Tripp Avenue to the first alley east thereof -- at all times -- no exceptions;
<i>NATARUS</i> (42nd Ward)	North Clark Street, at 671 (at driveway and either side of driveway) -- at all times -- no exceptions;
<i>EISENDRATH</i> (43rd Ward)	West Wisconsin Street, from 404 to 424 -- at all times -- no exceptions;

Alderman

Location, Distance And Time

West Kemper Place (south side) from North Orchard Street to a point 125 feet east thereof -- 8:30 A.M. to 4:00 P.M. -- all school days;

West Deming Place (north side) from a point 390 feet east of North Orchard Street to a point 16 feet east thereof -- at all times -- no exceptions;

*SCHULTER* for *OSTERMAN* (48th Ward)

West Berwyn Avenue (both sides) from North Sheridan Road east to the cul-de-sac -- at all times -- no exceptions.

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*Referred* -- AMENDMENT OF TOW-AWAY ZONE AT SPECIFIED LOCATION.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance which would amend an ordinance passed on December 14, 1988 (C.J. pp. 21522 -- 21533) by striking the words "North State Parkway at 1400 -- at all times" relative to the tow-away zone on North State Parkway and inserting in lieu thereof the words "West Schiller Street (north side) from North State Parkway to a point 50 feet west thereof", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>ROBINSON</i> (6th Ward)	South Dorchester Avenue, at East 74th Street -- "Stop";  South Dr. Martin Luther King Jr. Drive, at East 97th Street -- "Stop";
<i>CALDWELL</i> (8th Ward)	East 88th Street, at South Bennett Avenue -- "Stop";  East 80th Street, at South Bennett Avenue -- "Stop";  East 96th Street and South Greenwood Avenue -- "Four-Way Stop";  East 90th Street, at South Harper Avenue -- "Stop";
<i>MADRZYK</i> (13th Ward)	West 65th Street, at South Central Park Avenue -- "Stop";
<i>LANGFORD</i> (16th Ward)	West 53rd Street and South May Street -- "Stop";
<i>KELLAM</i> (18th Ward)	South Loomis Boulevard, at 8136 -- "Handicapped Parking";  West 84th Street, at 1102 -- "Handicapped Parking";
<i>SHEAHAN</i> (19th Ward)	West 100th Street and South Bell Avenue -- "Four-Way Stop";
<i>J. EVANS</i> (21st Ward)	South Paulina Avenue, at West 88th Street -- "Stop";  West 89th Street and South Union Avenue -- "Stop";



Alderman	Location And Type Of Sign
<i>KRYSTYNIAK</i> (23rd Ward)	South Kolin Avenue, at West 52nd Street -- "Stop";  West 60th Street and South Natchez Avenue -- "Four-Way Stop";
<i>HAGOPIAN</i> (30th Ward)	West Wrightwood Avenue, at North Linder Avenue -- "Stop";
<i>AUSTIN</i> (34th Ward)	South Peoria Street, at West 116th Street -- "Stop";
<i>KOTLARZ</i> (35th Ward)	North Christiana Avenue, at West Byron Street -- "Stop";  North Kedvale Avenue, at West Eddy Street -- "Stop";
<i>BANKS</i> (36th Ward)	West Wrightwood Avenue and North Neva Avenue -- "Three-Way Stop";
<i>CULLERTON</i> (38th Ward)	North Odell Avenue, at West Byron Street -- "Stop";  West Roscoe Street, at North Lockwood Avenue -- "Three-Way Stop";
<i>LAURINO</i> (39th Ward)	North Central Avenue and North Dowagiac Avenue -- "All-Way Stop";  North Central Avenue and North Dowagiac Avenue -- "Blind Crossing".

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
"TWO-WAY STOP" SIGN AT INTERSECTION OF  
NORTH NAVARRE AVENUE AND  
NORTH NAPER AVENUE.

Alderman Pucinski (41st Ward) presented a proposed ordinance which would amend an ordinance passed on November 16, 1988 (C. J. p. 19301) by striking the words "Stopping North Navarre Avenue for North Naper Avenue", relative to the two-way stop sign at the intersection of North Navarre Avenue and North Naper Avenue and inserting in lieu thereof "North Navarre Avenue and North Naper Avenue -- four-way stop sign", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
"ONE-WAY STOP" SIGN AT INTERSECTION OF  
NORTH OCTAVIA AVENUE AND  
NORTH ONARGA AVENUE.

Alderman Pucinski (41st Ward) presented a proposed ordinance which would amend an ordinance passed on December 14, 1988 (C. J. p. 21528) by striking the words "North Octavia Avenue and North Onarga Avenue -- one-way stop sign", relative to the one-way stop sign at the intersection of North Octavia Avenue and North Onarga Avenue and inserting in lieu thereof "North Octavia Avenue and North Onarga Avenue -- three-way stop sign", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- REMOVAL OF "NO PARKING" SIGNS AT EAST  
51ST STREET AND SOUTH LAKE  
SHORE DRIVE.

Alderman T. Evans (4th Ward) presented a proposed order for the removal of "No Parking" signs at the curve located on East 51st Street and South Lake Shore Drive, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*-- AMENDMENT OF ORDINANCE WHICH PROHIBITED  
PARKING ON PORTION OF WEST 19TH STREET.

Alderman Soliz (25th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the prohibition of parking (except for the handicapped) at 1532 West 19th Street (Permit Number 1482), which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- INSTALLATION OF "LEFT TURN LANE" SIGNS  
AT INTERSECTION OF NORTH OAK PARK AVENUE  
AND WEST GRAND AVENUE.

Alderman Banks (36th Ward) presented a proposed order for the installation of "Left Turn Lane" signs on all four corners of the intersection at North Oak Park Avenue and West Grand Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred*-- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

The aldermen named below presented three 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 HUELS (11th Ward):

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 6-F bounded by

a line 200 feet west of and parallel to South Canal Street; to the center line of West 26th Street; to a line 250 feet west of and parallel to South Canal Street; to the center line of the first alley north of West 26th Street.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 6-G bounded by

the center line of South Quinn Street; to the first alley south of Archer Avenue; to the center line of the first alley east of and parallel to South Quinn Street; to a line 566 south of and parallel to the south line of Archer Avenue.

*BY ALDERMAN KRYSTYNIAK (23rd Ward):*

To classify as a B4-1 Restricted Service District instead of an R2 Single-Family Residence District the area shown on Map No. 12-K bounded by

a line 38.45 feet south of and parallel to West 54th Street; the alley next east of and parallel to South Keating Avenue; the alley next north of and parallel to West 55th Street; North Keating Avenue.

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### 3. CLAIMS.

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#### *Referred-- CLAIMS AGAINST CITY OF CHICAGO.*

The aldermen named below presented eighty-four 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
<i>T. EVANS (4th Ward)</i>	Barclay Condominium Home Owners Association; Pruitt Condominium Association;

Alderman

Claimant

Pioneer Co-op;

*CALDWELL* (8th Ward)801 -- 803 East 87th Place Condo  
Association;*SHAW* (9th Ward)Eden Green Townhouses Cooperative,  
Incorporated;*VRDOLYAK* (10th Ward)

Mark Graham/Paket Corporation;

Mr. Ronak Lal;

*FARY* (12th Ward)

Mr. Carlos J. Lara;

*MADRZYK* (13th Ward)

Appleway Condominium Association;

Mr. Thomas P. Murphy;

*BURKE* (14th Ward)

Mr. James Martan;

*KELLAM* (18th Ward)4036 West 87th Street Condominium  
Association;

Mrs. Beatrice Judge;

*JONES* (20th Ward)6125 South Wabash Building,  
Incorporated;*KRYSTYNIAK* (23rd Ward)

Mr. Kevin Orzechowski;

Mr. Ramon Anguiano;

Mr. Joseph Struzik Sr.;

Mr. Albert C. Calliottolo;

## Alderman

## Claimant

*KOTLARZ* (35th Ward)

Three Oaks Condominium;  
South Laporte Condominium  
Association;  
6700 West 64th Place Association;  
6624 West 64th Place Corporation;

Ms. Barbara D. Wagner;

East of Edens;

Sun Villa Condominium;

*BANKS* (36th Ward)3150 North Odell Condominium  
Association;

8216 Belmont Building;

Nottingham Manor Condo Association;

Cornelia Court Condominium;

*LAURINO* (39th Ward)

Mr. Jose B. Abaya;

*PUCINSKI* (41st Ward)

Mr. James R. O'Neal;

Ms. Lucy O'Neal;

*NATARUS* (42nd Ward)

Anchor Lofts Association;

One East Scott Condominium  
Association;900/910 Lake Shore Drive  
Condominium Association;

Lake Shore Land Association;

73 East Elm Condominium Association;

Alderman

Claimant

220 East Walton Condominium  
Association;*EISENDRATH* (43rd Ward)Sheffield Lofts Condominium  
Association;Wells Street Studios Condominium  
Association;1419 North State Parkway  
Condominium Association;2007 Sedgwick Condominium  
Association;The 2336 North Commonwealth  
Condominium Association;2016 Cleveland Condominium  
Association;Webster Park Condominium  
Association (4);

1555 North Astor Condominium;

Hampden Tower Condominium  
Association;1411 State Parkway Condominium  
Association;

2500 Lakeview Association;

2650 Lakeview Condominium  
Association;

Ambassador House Condominium;

*HANSEN* (44th Ward)The 549 -- 551 Oakdale Condominium  
Association (2);

Alderman

Claimant

444 West Aldine Condominium  
Association;

Stratford Condominium Association;

601 -- 609 West Wellington  
Condominium Association;*LEVAR* (45th Ward)

Mr. Stanley Rajca;

5555 West Sunnyside Condominium  
Homeowners Association;*ORR* (49th Ward)

Sheridan East;

Pratt Shore Condominium Association;

Lunt-Lake Apartments Trust;

1340 Touhy Condominium;

1050 West Columbia Condominium  
Association;Farwell Terrace Condominium  
Association;6225 Kenmore Condominium  
Association, Incorporated;

Lifestyle 2 Condominium Association;

Dover Manor Condominium Association;

Norwood Condominium Association;

7401 Sheridan Condominium  
Association;*STONE* (50th Ward)

7518 Ridge Building Corporation;

7516 Ridge Building Corporation;



Alderman

Claimant

Ridge Estate Condominium Association;

Fountain View Condominium  
Association;Winston Towers Number 1  
Condominium Association;Winston Towers Number 3  
Condominium Association;Winston Towers Number 4  
Condominium Association;Winston Towers Number 5  
Condominium Association;Granville Courts Condominium  
Association;Park Gables Apartments Homes,  
Incorporated;

Ivy Courte Condominium Association;

7312 -- 7314 North Ridge Condominium  
Association.

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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 For

**ALDERMAN ROTI (1st Ward):**

*Referred*-- REDUCTION IN ANNUAL LICENSE FEES FOR  
SPECIAL POLICE EMPLOYED BY MERCY  
HOSPITAL AND MEDICAL CENTER.

A proposed ordinance, presented by Alderman Stone, requiring the payment of a ten dollar license fee for each of the special police employed by Mercy Hospital and Medical Center, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

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*Referred*-- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND AT  
INTERSECTION OF WEST VAN BUREN STREET AND  
SOUTH CLARK STREET.

Also, a proposed order, presented by Alderman Stone, directing the Commissioner of Public Works to issue a permit to Mr. Robert F. Ray for the operation of a newsstand on the southwest corner of West Van Buren Street and South Clark Street on a daily basis, in accordance with the Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN RUSH (2nd Ward):**

*Referred*-- EXEMPTION OF ILLINOIS INSTITUTE OF TECHNOLOGY  
AND MICHAEL REESE HOSPITAL AND MEDICAL CENTER  
FROM ALL 1989 CITY FEES UNDER  
NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemptions from all 1989 city fees to the organizations listed below under their individual not-for-profit status, which were *Referred to the Committee on Finance*, as follows:

Illinois Institute of Technology; and  
Michael Reese Hospital and Medical Center.

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*Referred*--ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT  
3357 SOUTH DR. MARTIN LUTHER KING JR. DRIVE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Landmark Outdoor Advertising Company, Incorporated for the erection of a sign/signboard at 3357 South Dr. Martin Luther King Jr. Drive for Lake Meadows Shopping Center, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN TILLMAN (3rd Ward):**

*Referred*--ISSUANCE OF PERMIT TO OPERATE NEWSSTAND  
AT INTERSECTION OF WEST 59TH STREET AND  
SOUTH WENTWORTH AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to Mr. Louis Kelley for the operation of a newsstand at the northeast corner of West 59th Street and South Wentworth Avenue on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN T. EVANS (4th Ward):**

**BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 700 East 43rd 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 700 East 43rd 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 be effective upon its passage.

Alderman T. Evans 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 T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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COMMENDATIONS EXTENDED TO CHICAGO POLICE OFFICERS  
ROBERT LIZIK AND MICHAEL SHIELDS FOR  
HEROIC SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, On the morning of November 24, 1986 a 211 fire erupted at a sixty unit multi-family structure located at 5401 South Ellis Avenue; and

WHEREAS, Training Officer Robert Lizik and Officer Michael Shields of the Chicago Police Department saw the smoke from the fire and immediately rushed to the scene of the fire where they found a resident and her infant trapped inside. The officers risked their lives to rescue the resident and her infant from the fire in progress; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and members of the City Council gathered here this 18th day of January, do hereby commend Training Officer Robert Lizik and Officer Michael Shields of the Chicago Police Department on their heroic efforts and exemplary service and assistance to the community; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the workers in the Chicago Police Department.

Alderman T. Evans 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 T. Evans, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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* -- STATE OFFICIALS AND CHICAGO DELEGATION TO  
ILLINOIS GENERAL ASSEMBLY URGED TO AMEND  
ILLINOIS ELECTION CODE AND ILLINOIS  
GOVERNMENTAL AND ETHICS ACT.

Also, a proposed resolution urging the leaders of the Illinois Senate and Illinois House of Representatives and the Chicago delegation to the Illinois General Assembly to amend the Illinois Election Code and the Illinois Governmental and Ethics Act by including all ward committeemen within the provisions of the aforesaid code and act, which was *Referred to the Committee on Intergovernmental Relations*.

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Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred* -- EXEMPTION OF UNIVERSITY OF CHICAGO  
HOSPITALS FROM ALL 1989 CITY FEES UNDER  
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemptions from all 1989 city fees to the University of Chicago Hospitals under its not-for-profit status, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN BEAVERS (7th Ward):**

*Referred* -- REDUCTION IN ANNUAL LICENSE FEES FOR  
SPECIAL POLICE EMPLOYED BY SOUTH  
CHICAGO COMMUNITY HOSPITAL.

A proposed ordinance requiring the payment of a ten dollar license fee for each of the special police employed by South Chicago Community Hospital, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

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*Referred* -- ESTABLISHMENT OF PROMOTION PROCEDURES FOR  
CHICAGO POLICE DEPARTMENT.

Also, a proposed ordinance to establish police promotion procedures which would promote the most qualified candidates in the Chicago Police Department, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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Presented By

**ALDERMAN BEAVERS (7th Ward) And  
ALDERMAN KRISTYNIK (23rd Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 183,  
SECTION 183-14.1 BY REQUIRING REPLICA FIREARMS  
TO AFFIX PERMANENT ORANGE PLUG  
IN BARREL.

A proposed ordinance to amend Chapter 183, Section 183-14.1 of the Municipal Code by requiring all replica firearms to have a permanent blaze orange plug inserted in the barrel of each firearm and further by eliminating any reference to a differentiation between firearms and replica firearms based on any other gun color or marking, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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Presented By

ALDERMAN CALDWELL (8th Ward):

TRIBUTE TO LATE MS. DENISE ELAINE HIGGINS.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to her eternal reward Denise Elaine Higgins, a noted social worker specializing in the crucial area of public health, December 27, 1988; and

WHEREAS, Denise Elaine Higgins, daughter of Reverend and Mrs. William Higgins, attended Saint Joachim Elementary School and Academy of Our Lady High School. She received her B.S.W. degree from Graceland College and finished work on her masters in public health at Florida International University in Miami, Florida. As she was to have received her degree in April, 1989, the University will confer the degree posthumously; and

WHEREAS, Denise Elaine Higgins touched many lives and will be sorely missed; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby express our sorrow on the passing of Denise Elaine Higgins, and extend to her family and many friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Reverend and Mrs. William Higgins.

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, the foregoing proposed resolution was *Adopted* unanimously by a rising vote.

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Presented By

**ALDERMAN SHAW (9th Ward):**

CONGRATULATIONS AND BEST WISHES EXTENDED TO  
MRS. MAME STANLEY ON HER 105TH  
BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, On January 13, 1989, Mrs. Mame Stanley, the oldest living resident in Chicago's great Pullman area, celebrated her 105th birthday; and

WHEREAS, Mame Stanley was born in Pullman January 13, 1884, just four years after the founding of the first experimental industrial town in the United States by George Mortimer Pullman; and

WHEREAS, Mame Stanley is a living link with the history and development of Chicago's great southeast side. She attended the first George W. Pullman Elementary School and has vivid memories of the great Pullman Strike of 1894 and the depression in which it occurred. She has remained in Pullman all of her life and has watched an exciting industrial town grow into a part of one of the world's greatest cities; and

WHEREAS, Married in 1905, Mame and John J. Stanley were together for over 50 years until his death in 1961. They had three sons, Cecil (now deceased), Russell and John. Her birthday celebration was a quiet one, but acknowledged and celebrated by President and Mrs. Reagan, Governor and Mrs. Thompson and many other dignitaries and friends, among whom may be counted the leaders of this great City; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby offer our congratulations to Mrs. Mame Stanley on the celebration of her 105th birthday, and we extend to this wonderful citizen our very best wishes for many more years of happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Mame Stanley.



Alderman Shaw moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Shaw, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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COMMENDATIONS EXTENDED TO MRS. ESTHER WHEELER  
AS OUTSTANDING CITIZEN.

Also, a proposed resolution reading as follows:

WHEREAS, Mrs. Esther Wheeler, prominent resident of Altgeld Murray Homes, has been selected as the 1988 -- 1989 Honoree by the Altgeld Murray Local Advisory Council, the Altgeld Murray/London Towne Local Board of Managers and the Altgeld community; and

WHEREAS, Mrs. Esther Wheeler has been an active resident of the Altgeld community for over three decades. A driving and dedicated force of her block club, Mrs. Wheeler has participated in almost every activity to better her community, from spearheading voter registration drives to sponsoring monthly clothing and food giveaway programs; and

WHEREAS, The activities of Mrs. Esther Wheeler are as varied as they are positive. A Dean's List student at Malcolm X Community College, she is the mother of eight children and past president of the P.T.A. at both Carver Middle and Carver High Schools. She is a member of Progressive Baptist Church, its choir, and its Senior Missionary Society; and

WHEREAS, For her outstanding community work and for her imagination and intelligence, Mrs. Esther Wheeler is being honored by the Altgeld Murray community at a banquet January 27, 1989; now, therefore,

*Be It Resolved*, That we the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby join the Altgeld Murray community in paying tribute to Mrs. Esther Wheeler, an outstanding mother,

citizen and friend, who so eminently represents Chicago's "I Will" spirit by actively contributing to the constant improvement of her society and community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Esther Wheeler.

Alderman Shaw moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17  
BY ADDING NEW SECTION 17-1.22-1 WHICH WOULD  
REQUIRE PERMITS FOR DISPOSAL OF  
HAZARDOUS WASTE WITHIN  
CITY LIMITS.

Also, a proposed ordinance to amend Chapter 17 of the Municipal Code by adding thereto a new section to be known as Section 17-1.22-1 which would prohibit the burial of any hazardous waste in the city without first obtaining a permit from the Department of Inspectional Services and impose a penalty fee of five hundred dollars for each violation, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17  
BY ADDING NEW SECTION 17-6.10-1 WHICH WOULD  
PROHIBIT TRANSPORTATION OF HAZARDOUS  
WASTE WITHIN CITY LIMITS.

Also, a proposed ordinance to amend Chapter 17 of the Municipal Code by adding thereto a new section to be known as Section 17-6.10-1 which would prohibit the transport of any hazardous waste material within the city limits without prior notification first having been given to the Department of Police, the Department of Fire and the Department of Inspectional Services, et cetera, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 99,  
SECTION 99-21 BY ESTABLISHING PENALTY  
PROVISIONS FOR SPECIFIED PERSONS  
FOUND GUILTY OF DISLODGING  
REFUSE CONTAINERS.

Also, a proposed ordinance to amend Chapter 99, Section 99-21 of the Municipal Code by establishing penalty provisions for any person, other than a city refuse collector or licensed private scavenger, who is found guilty of dislodging or otherwise disturbing any refuse container or dislodging the contents therein, which was *Referred to the Committee on Finance*.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 156  
AND 156.2 BY ADDING NEW SECTIONS 156-27.1  
THROUGH 156-27.4 AND 156.2-12.1 WHICH  
WOULD REGULATE SALE AND  
DISPOSITION OF MOTOR  
VEHICLE TIRES.

Also, a proposed ordinance to amend Chapters 156 and 156.2 of the Municipal Code by adding thereto new sections to be known as Sections 156-27.1, 156-27.2, 156-27.3, 156-27.4 and 156.2-12.1 which would require the licensing of any person engaged in the sale of tires for motor vehicles or bicycles and the imposition of an additional four dollar fee for the sale of each tire, subject to penalty provisions for violators, et cetera, which was *Referred to the Committee on Finance*.

*Referred*-- ESTABLISHMENT OF TRAINING DIVISION WITHIN  
DEPARTMENT OF CONSUMER SERVICES TO PROVIDE  
TECHNICAL TRAINING ON IDENTIFICATION  
OF HAZARDOUS WASTE.

Also, a proposed resolution urging the Department of Consumer Services to establish a training division within its department which would provide updated technical training for employees in the identification of hazardous waste and chemicals currently in existence, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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Presented By

**ALDERMAN HUELS (11th Ward):**

TRIBUTE TO LATE MRS. MARY "LARA" HENDERSON.

A proposed resolution reading as follows:

WHEREAS, Mary "Lara" Henderson had passed away in January of 1989; and

WHEREAS, Mary Henderson was the beloved wife of Lawrence Henderson, Sr., and the devoted mother of Lawrence Jr. (Vicky), James, Laura (Ronald) Lindsey, Judith (Terry) Madison, and Joseph (Maureen), who will miss her very much; and

WHEREAS, Mary "Lara" Henderson was the loving daughter of Frieda and the late Noah Valdez, the dearest sister of Eugene (Mildred), Butch (Jan), and Rudy and the proud grandmother of nine; and

WHEREAS, Mary Henderson was a member of the Madonna Knights of Columbus Women's Auxiliary and the Saint Gabriel's Women's Club; and

WHEREAS, Mary Henderson was a longtime resident of the 11th Ward community, where she had been a fine citizen that will be greatly missed by her many family members and friends of our community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 18th day of January in 1989, do hereby mourn the death of Mary

"Lara" Henderson, and may we also extend our deepest sympathy to her many family members and friends who will miss her very much; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Mary "Lara" Henderson.

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 Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 MRS. LAVERNE SALMON.

Also, a proposed resolution reading as follows:

WHEREAS, Laverne Salmon had passed away earlier this month at the age of 83; and

WHEREAS, Laverne Salmon is the beloved wife of the late Phillip J. Salmon; and

WHEREAS, Laverne Salmon is the devoted mother of Mary Elizabeth (Charles) Mikalauski, Phyllis (Simon) DeChristopher and Patrick (Dolores), the director of the Back of the Yards Neighborhood Council; and

WHEREAS, Laverne Salmon is the fond grandmother of 19, the great-grandmother of 28 and the great-great-grandmother of 1; and

WHEREAS, Laverne Salmon is the sister of Inez (Albert) Weist, Walter (Pearl) Rigney, Agnes (Neil) McLean, John Edward Rigney and Bernadette (Lawrence) Riley, as well as the aunt and great-aunt to many; and

WHEREAS, Laverne Salmon was a well respected citizen of the City of Chicago, formerly of the Back of the Yards community, and a member of the Seven Holy Founders Women's Club and a retired employee of the National Tea Company; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 18th day of January in 1989, do hereby mourn the death of Laverne Salmon, and may we also extend our deepest sympathy to her many family members and friends who will miss her very much; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Laverne Salmon.

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 Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 EXTENDED TO DAVE AND ELAYNE BROST  
ON THEIR SILVER WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Dave and Elayne Brost celebrated 25 years of wedded bliss on January 4, 1989; and

WHEREAS, Dave and Elayne Brost are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, Dave and Elayne Brost exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable 25 years of marriage; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 18th day of January in 1989, do hereby extend our heartiest congratulations to Dave and Elayne Brost on this very happy occasion of their 25th

anniversary and may we also extend our very best wishes to them both in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Dave and Elayne Brost.

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 Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 EXTENDED TO GEORGE AND LUNETTA  
LOCKWOOD ON THEIR 55TH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, George and Lunetta Lockwood celebrated 55 years of wedded bliss on December 16, 1988; and

WHEREAS, George and Lunetta Lockwood are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, George and Lunetta Lockwood exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable 55 years of marriage; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 18th day of January in 1989, do hereby extend our heartiest congratulations to George and Lunetta Lockwood on this very happy occasion of their 55th anniversary and may we also extend our very best wishes to them both in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for George and Lunetta Lockwood.

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 Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 EXTENDED TO NICK AND PEG SPITALLI  
ON THEIR 45TH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Nick and Peg Spitalli celebrated 45 years of wedded bliss on January 19, 1989; and

WHEREAS, Nick and Peg Spitalli are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, Nick and Peg Spitalli exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable 45 years of marriage; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 18th day of January in 1989, do hereby extend our heartiest congratulations to Nick and Peg Spitalli on this very happy occasion of their 45th anniversary and may we also extend our very best wishes to them both in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Nick and Peg Spitalli.



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 Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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* -- INSTALLATION OF ALLEY LIGHT BEHIND  
3464 SOUTH HALSTED STREET.

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind 3464 South Halsted Street, which was *Referred to the Committee on Finance*.

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*Referred* -- DRAFTING OF ORDINANCE FOR ESTABLISHMENT OF  
CUL-DE-SAC AT SOUTH TERMINUS OF 3400 BLOCK  
OF SOUTH NORMAL AVENUE.

Also, a proposed order directing the Commissioner of Public Works to prepare an ordinance for the establishment of a cul-de-sac at the south terminus of the 3400 block of South Normal Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue

permits to Patrick Media Group, Incorporated for the erection of signs/signboards at the locations specified, which were *Referred to the Committee on Zoning*, as follows:

2533 South Hillock Street, for advertising purposes; and

3519 South Morgan Street, for advertising purposes.

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Presented By

**ALDERMAN HUELS (11th Ward) And OTHERS:**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 178.1,  
SECTION 178.1-2a BY INCREASING CIGARETTE TAX.

A proposed ordinance, presented by Aldermen Huels, T. Evans, Bloom, Gutierrez and Orr, to amend Chapter 178.1, Section 178.1-2a of the Municipal Code by increasing the cigarette tax to sixteen cents per package of twenty cigarettes, using the proceeds of the aforesaid tax for the payment of emergency shelters for homeless individuals, et cetera, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN FARY (12th Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,  
SECTION 27-319 BY INCLUDING 12TH WARD WITHIN  
EXEMPTION PROVISIONS OF SPECIFIED  
PICKUP TRUCKS AND/OR VANS.

A proposed ordinance to amend Chapter 27, Section 27-319 of the Municipal Code by including the 12th Ward within the provisions which exempt pickup trucks and/or vans weighing less than 4,500 pounds from parking restrictions on residential streets, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

**ALDERMAN MADRZYK (13th Ward):**

*Referred*-- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS  
AT SPECIFIED LOCATIONS.

Four proposed orders directing the Commissioner of Inspectional Services to issue permits to General Display Corporation for the erection of signs/signboards of the dimensions specified at 7601 South Cicero Avenue for Ford City Shopping Center, which were *Referred to the Committee on Zoning*, as follows:

Sign/signboard with the dimensions of 13 feet in length by 12 feet in height and a height above grade to top of sign of 29 feet;

Sign/signboard with the dimensions of 13 feet in length by 12 feet in height and a height above grade to top of sign of 33 feet;

Sign/signboard with the dimensions of 13 feet in length by 12 feet in height and a height above grade to top of sign of 28 feet 3 inches; and

Sign/signboard with the dimensions of 30 feet in length by 17 feet 7 inches in height and a height above grade to top of sign of 23 feet 6 inches.

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Presented By

**ALDERMAN BURKE (14th Ward):**

TRIBUTE TO LATE MR. GUST K. NEWBERG.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called Gust K. Newberg to his eternal reward; and

WHEREAS, Mr. Newberg immigrated to this country from Sweden in 1922 at the age of 18; and

WHEREAS, Mr. Newberg began his career in the construction trades, first as an assistant carpenter then later as a carpenter and ultimately president of his own construction company; and

WHEREAS, In 1943, Gust K. Newberg founded Gust K. Newberg Construction Company, which constructed many buildings and other projects which benefited and enhanced the architectural beauty of the City of Chicago; and

WHEREAS, The Gust K. Newberg Construction Company either alone or as a joint venture partner constructed McCormick Place I and II, the First National Bank of Chicago and Two First Chicago Plaza, the Richard J. Daley Center, the Northwestern Terminal Building, significant portions of the Universities of Illinois and Chicago, medical buildings for Northwestern University and public housing in the Robert Taylor Homes; and

WHEREAS, Through Gust Newberg's efforts this great city's skyline will forever remain the beauty by the lake; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of January, 1989, do hereby express our sorrow on the death of Gust K. Newberg and extend to his wife, Penny M. Newberg, and his sons Paul, Roy and Alan, and his daughter, Shirley LaBouve, our deepest sympathy on the loss of such a friend and valued citizen of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Gust K. Newberg.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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.

GRATITUDE EXTENDED TO CONSUL MAX MALDACKER OF  
FEDERAL REPUBLIC OF GERMANY FOR DEDICATED  
SERVICE TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Consul Max Maldacker was born on February 26, 1955 in Schramberg/Black Forest, Federal Republic of Germany; and

WHEREAS, Consul Maldacker attended the Universities of Tübingen, Vienna, Paris (Sorbonne), Bonn and Venice from 1975 through 1982; and

WHEREAS, From 1983 to 1986 he served as Attache in the Foreign Office, Bonn and also served at the Embassy of the Federal Republic of Germany in London for three months in 1986; and

WHEREAS, He was assigned as Consul at the Consulate General of the Federal Republic of Germany in Chicago in April of 1986, serving as Head of the Department of Press, Cultural and Public Affairs; his foremost task being to work for the understanding between the people of Chicago and the Midwest and Germany and for German-American relations at large; and

WHEREAS, Consul Maldacker was largely responsible for the organization of the Anselm Kiefer Exhibit at the Art Institute and the Gerhard Richter Exhibit at the Museum of Contemporary Art; and

WHEREAS, His continuous efforts on behalf of the German-American community for the promotion of the German language in the Midwest earned him the Medal of Honor of the German-American National Congress; and

WHEREAS, Consul Max Maldacker will be leaving the City of Chicago to assume the diplomatic post of First Secretary of the Embassy in Dhaka, Bangladesh; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of January, 1989, do hereby express our heartfelt appreciation to Consul Max Maldacker for his dedicated service to the citizens of Chicago, and also express our sincere best wishes to his wife, Beatrix Swinnen and his son, Maximilian, for continued good health, happiness and success in their new assignment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Consul Max Maldacker.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 TO  
MS. REGINA L. TOKARSKI ON HER RETIREMENT  
FROM CITY SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Regina L. Tokarski has retired from the City of Chicago after thirty-six years of loyal service; and

WHEREAS, Regina has been a life long resident of the City of Chicago and the Back of the Yards community; and

WHEREAS, Regina began her service to the City of Chicago on March 12, 1952 where she served as a Janitress and Civil Service Employee; and

WHEREAS, Regina as a member of the Public Service Employees Union, Local 46, retired from the City of Chicago as a Supervisor Career Service Lead Custodial Worker at the Chicago Police Headquarters; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled here this 18th day of January, 1989, do hereby congratulate Regina L. Tokarski on the occasion of her retirement after thirty- six years of dedicated service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and delivered to Regina L. Tokarski.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 BURKE (14th Ward) And  
ALDERMAN SMITH (28th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
199 ENTITLED "HUMAN RIGHTS" BY PROHIBITING  
DISCRIMINATION IN ISSUANCE OR RENEWAL  
OF INSURANCE POLICIES.

A proposed ordinance to amend Chapter 199 of the Municipal Code entitled "Human Rights", by adding thereto new Sections 199-2(n), 199-2(o) and 199-7 to include the definitions for the terms "Company" and "Policy" and to prohibit the discrimination of individuals by any company in the issuance or renewal of insurance policies, et cetera, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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Presented By

**ALDERMAN STREETER (17th Ward):**

BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 7437 South Stewart 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 7437 South Stewart 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 Streeter 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 Streeter, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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) And  
ALDERMAN PUCINSKI (41st Ward):**

*Referred*-- UNITED STATES CONGRESS URGED TO PASS  
HOUSE RESOLUTION 293 WHICH WOULD  
ESTABLISH FIRE SAFETY STANDARDS  
FOR CIGARETTES.

A proposed resolution urging the United States Congress to pass House Resolution 293 which would establish fire safety standards for the manufacture and importation of cigarettes, which was *Referred to the Committee on Intergovernmental Relations*.



Presented By

**ALDERMAN SHEAHAN (19th Ward):**

CONGRATULATIONS EXTENDED TO CHICAGO POLICE OFFICER  
JAMES J. CUNNINGHAM ON HIS RETIREMENT AFTER  
34 YEARS OF DEDICATED SERVICE.

A proposed resolution reading as follows:

WHEREAS, James J. Cunningham has served and protected the citizens of Chicago for 34 years as a member of the Chicago Police Department; and

WHEREAS, James is a resident of the southwest side and was graduated from Saint Gabriel's Grammar School and Leo High School; and

WHEREAS, James and his wife of 37 years, Mary Therese, have reared eight fine children, Kevin, James Jr., Mary Kay, Carol Ann, Michael, Maureen, Loretta and Therese Marie; and are the proud grandparents of James, Timothy, Megan, Erin, Julie, Ann and Jessica; and

WHEREAS, During Patrol Officer Cunningham's long and storied career he has served at the Chicago Lawn and Morgan Park Districts, the Traffic and Intelligence Divisions as well as the Mayor's Film Office and the First Deputy Superintendent's Office; and

WHEREAS, Since Officer Cunningham's appointment to the force on May 1st, 1955, he has demonstrated great diligence and proficiency in the performance of his sworn duties; and

WHEREAS, On January 20th, 1989, Officer Cunningham officially resigns from the Chicago Police Department, but his career, long after his resignation will serve as an example for any and all officers who believe that honor, dedication, respect and trust are the foundations of an outstanding career; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and members of the City Council gathered here this 18th day of January, 1989 do hereby extend our sincere gratitude to Police Officer James J. Cunningham on the occasion of his retirement, for his many years of service and dedication to the people of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Officer James J. Cunningham.

Alderman Sheahan 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 Sheahan, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 EXTENDED TO MR. THOMAS B. RYAN ON  
HIS RETIREMENT FROM PEOPLE'S GAS, LIGHT  
AND COKE COMPANY.

Also, a proposed resolution reading as follows:

WHEREAS, Thomas B. Ryan is retiring from the People's Gas, Light and Coke Company with over 30 years of dedicated service; and

WHEREAS, Tom was born to Martin and Catherine Ryan on the great southwest side of Chicago and is the youngest of nine children; and

WHEREAS, Tom met the girl of his dreams, Connie in the third grade at Saint Anne's Grammar School and married her at Saint Anne's Church, on August 4, 1945; and

WHEREAS, Out of this union, five children were born: Constance, Thomas, Joellen, Martin and Patrick; and

WHEREAS, During World War II, Tom proudly served his country in the United States Navy aboard an aircraft carrier in the Pacific; and

WHEREAS, Tom served as Secretary to Alderman Thomas F. Fitzpatrick as well as Secretary and Treasurer for the 19th Ward Democratic Organization under Committeemen Thomas F. Fitzpatrick and Thomas C. Hynes; and

WHEREAS, In his capacity as community leader, was President of the Mount Greenwood Civic Association, and in 1974 was honored with the "Man of the Year" Award for his contributions to the Mount Greenwood community; and

WHEREAS, Tom, a dedicated servant of his faith, generously gives of himself as a minister of communion for the homebound and to patients at Little Company of Mary Hospital; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, gathered here this 18th day of January, 1989, do hereby offer our congratulations and best wishes to Thomas B. Ryan on the occasion of his retirement, as well as our heartfelt thanks for his dedication and leadership to his community; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Thomas B. Ryan.

Alderman Sheahan 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 Sheahan, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 JONES (20th Ward):**

ISSUANCE OF FREE PERMIT TO WOODLAWN PRESERVATION  
AND INVESTMENT CORPORATION FOR RENOVATION  
OF GROVE PARC APARTMENTS.

A proposed ordinance reading as follows:

*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 Woodlawn Preservation and Investment Corporation, 6303 South Kenwood Avenue, for renovating the Grove Parc Apartments (nee Woodlawn Gardens Apartments) on the premises known as 6010 -- 6040 South Cottage Grove 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.

Alderman Jones 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 Jones, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 J. EVANS (21st Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF PORTION  
OF SOUTH PERRY AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of South Perry Avenue between the north line of West 85th Street and a line 280 feet north of the north line of West 85th Street for Chatham Paving

Company (No. 33-21-88-1307); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman J. Evans 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 J. Evans, the foregoing proposed order was *Passed*.

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Presented By

**ALDERMAN J. EVANS (21st Ward) And  
ALDERMAN STREETER (17th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 97 BY  
ADDING NEW SECTIONS 97-20 THROUGH 97-24 TO  
ESTABLISH OFFICE OF LOCAL DRUG  
CONTROL POLICY.

A proposed ordinance to amend Chapter 97 of the Municipal Code by adding new sections to be known as Sections 97-20 through 97-24 which would establish an "Office of Local Drug Control Policy" as an executive city department in an effort to eliminate illegal drug activity within the city and by renumbering the existing Section 97-20 to be hereafter known as Section 97-25, which was *Referred to the Committee on Health*.

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Presented By

**ALDERMAN KRISTYNIK (23rd Ward):**

GRATITUDE EXTENDED TO MS. LINDA DOUGHERTY ON HER 10TH  
ANNIVERSARY AS LIBRARIAN AT CHICAGO PUBLIC  
LIBRARY'S CLEARING BRANCH.

A proposed resolution reading as follows:

WHEREAS, Linda Dougherty is celebrating her 10th anniversary as the first full-time professional Librarian at the Chicago Public Library's Clearing Branch; and

WHEREAS, During the past decade, Linda Dougherty has made a worthwhile contribution to the education, enlightenment and entertainment of thousands of citizens of all ages. In addition, she has taken extracurricular concern in the children of the southwest side community and also has expanded her civic responsibility by membership in such local groups as the Clearing Civic League, the Greater Midway Organization and Kiwanis International; she has also served on the American Cancer Society fundraising committee; and

WHEREAS, Linda Dougherty is a life member of the American Library Association, currently in her second term on its policy-making council; and

WHEREAS, The diligence and commitment exhibited by Linda Dougherty are prime examples of Chicago's famous "I Will" spirit; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby offer our congratulations and our extreme gratitude to Linda Dougherty as she celebrates her 10th anniversary as the Librarian at the Chicago Public Library's Clearing Branch, and extend to this fine citizen our very best wishes for all success and fulfillment in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Linda Dougherty.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 EXTENDED TO VLASTA AND EDWARD  
MORGAN ON THEIR GOLDEN WEDDING  
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Edward Morgan, longtime residents of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Vlasta and Edward Morgan were married December 5, 1938, at Saint Vitas Church, and both have been highly active in their community ever since. In addition, Edward was a *Chicago Tribune* circulation driver for 38 years until his retirement in 1980. He is past commander of American Legion Post 348 and remains a member of V.F.W. Post 2729; and

WHEREAS, Vlasta and Edward Morgan exemplify the strength and solidity of family life; they have one daughter and two granddaughters with whom to celebrate this wonderful occasion; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby offer our congratulations to Mr. and Mrs. Edward Morgan as they celebrate fifty golden years of wedded bliss, and extend to this fine couple our very best wishes for continued happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Edward Morgan.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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CONGRATULATIONS EXTENDED TO ALICE AND GEORGE F. SCHLEDER  
ON THEIR 45TH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. George F. Schleder recently celebrated 45 years of wedded bliss; and

WHEREAS, George and Alice Schleder were married November 20, 1943, at Saint Rita Church and have lived in Chicago's great Garfield Ridge ever since then; and

WHEREAS, Alice and George Schleder, who will have a belated honeymoon in Australia and New Zealand, celebrated this great occasion with their family and many friends; and

WHEREAS, Alice and George Schleder represent the strength and solidity of family life. Their union has yielded 11 children and 26 grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby congratulate and honor Mr. and Mrs. George F. Schleder on their forty-fifth wedding anniversary, and extend to this fine couple our most sincere wishes for continuing happiness and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. George F. Schleder.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 PARK PICKUP TRUCKS AND/OR  
VANS IN FRONT OF SPECIFIED RESIDENCES.

Also, four proposed orders directing the Commissioner of Public Works to grant permission



to the individuals listed below to park a pickup truck and/or van in front of the residences specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Raymond Dlouhy -- to park in front of 4921 South La Crosse Avenue;

Mr. Robert McSorley -- to park in front of 4740 South Laporte Avenue;

Mr. Edward Latkowski -- to park in front of 5810 South Mayfield Avenue; and

Mr. Joseph E. Kordik, Jr. -- to park in front of 5855 South Nottingham Avenue.

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Presented By

**ALDERMAN HENRY (24th Ward):**

*Referred--* APPROVAL OF PLAT OF HAWTHORNE WORKS  
FIRST ADDITION.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Hawthorne Works First Addition which is located at the southwest corner of West Cermak Road and South Kenneth Avenue and having a frontage along portions of West Cermak Road, South Kenneth Avenue and West Ogden Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN SOLIZ (25th Ward):**

*Referred --* DRAFTING OF ORDINANCE FOR VACATION OF  
PORTION OF SOUTH THROOP 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 South Throop Street between West Cermak Road and the

South Branch of the Chicago River for Warshawsky and Company (No. 29-25-89-1315); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Soliz 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 Soliz, the foregoing proposed order was *Passed*.

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DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED  
PUBLIC WAYS.

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 north 22.0 feet of West Cullerton Street lying between South California Boulevard and the right-of-way of the Chicago Burlington and Quincy Railroad and also providing for the vacation of the north-south 16-foot public alley in the area bounded by the Chicago Burlington and Quincy Railroad, South California Boulevard and West Cullerton Street for Express Latino, Incorporated (No. 24-25-89-1317); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Soliz 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 Soliz, the foregoing proposed order was *Passed*.

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GRATITUDE EXTENDED TO CHICAGO FIRE DEPARTMENT  
PARAMEDICS BRUCE PARKER AND JOSEPH KINNERK  
FOR SWIFT EMERGENCY RESPONSE.

Also, a proposed resolution reading as follows:

WHEREAS, The measure of a person may easily be determined by that person's reaction to an emergency situation; and

WHEREAS, Paramedic Officer Bruce Parker and Paramedic Joseph Kinnerk of Chicago's Fire Department stand extremely tall after having immediately responded and

reacted to an emergency at the home of Alderman and Mrs. Juan Soliz and family on Chicago's great southwest side earlier this month; and

WHEREAS, Parker and Kinnerk were on the scene only minutes after 10-month old Lisette Soliz had swallowed a piece of plastic wrap, stopped breathing and turned blue. Their swift response and reaction, and the expertise they exhibited in treating the young victim resulted in the extraction of the plastic from the child's windpipe and very likely saved little Lisette's life; and

WHEREAS, The Soliz family and neighbors, and indeed the entire population of the needful city, are indeed grateful for our Fire Department Paramedics, who carry wherever they go the awesome responsibility of public safety and welfare, and Paramedic Officer Bruce Parker and Paramedic Joseph Kinnerk exemplify the very finest of "Chicago's Finest"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby, on behalf of all Chicagoans, express our gratitude to Paramedic Officer Bruce Parker and Paramedic Joseph Kinnerk of Chicago's great Fire Department on their swift and alert reaction to an emergency situation, and we extend to these fine citizens our very best wishes for their future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Paramedic Officer Bruce Parker and Paramedic Joseph Kinnerk.

Alderman Soliz 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 Soliz, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 GUTIERREZ (26th Ward):**

*Referred* -- INSTALLATION OF CHICAGO TRANSIT AUTHORITY  
SUPERVISOR BOOTHS AT SPECIFIED INTERSECTIONS.

A proposed ordinance for the installation of Chicago Transit Authority supervisor booths on West Division Street at its intersection with North Ashland Avenue and on North California Avenue at its intersection with West North Avenue, which was *Referred to the Committee on Local Transportation*.

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Presented By

**ALDERMAN BUTLER (27th Ward):**

*Referred* -- REDUCTION IN ANNUAL LICENSE FEES FOR  
SPECIAL POLICE EMPLOYED BY CHARITABLE  
INSTITUTIONS.

Two proposed ordinances requiring the payment of a ten dollar license fee for each of the special police employed by the charitable institutions listed below, pursuant to Municipal Code Chapter 173, Section 173-6, which were *Referred to the Committee on Finance*, as follows:

Goodwill Industries, 2540 West Polk Street -- two special police; and

Mary Thompson Hospital, 140 North Ashland Avenue -- eleven special police.

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*Referred* -- GRANT OF PRIVILEGE TO LAKEWOOD ENGINEERING  
AND MANUFACTURING COMPANY FOR INSTALLATION  
AND MAINTENANCE OF ALUMINUM PIPES.

Also, a proposed ordinance to grant permission to Lakewood Engineering and Manufacturing Company to install, maintain and use two 2-inch aluminum pipes above and over the public alley to transfer raw material from outside silos to machines inside plant adjacent to 1945 West Carroll Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN SMITH (28th Ward):**

*Referred*-- CANCELLATION OF EXISTING WATER RATES FOR  
VARIOUS PROPERTIES.

A proposed ordinance directing the Commissioner of Water and the Commissioner of Sewers to cancel existing water rates charged against the properties at 5049 -- 5063 West Washington Boulevard, 5042 -- 5052 West Washington Boulevard, 714 -- 716 South Chicago Avenue and 4356 -- 4358 West Gladys Avenue, which were *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN DAVIS (29th Ward):**

COMMENDATIONS EXTENDED TO MR. ANDY LAPPIN AND  
SHETLAND PROPERTIES FOR PROMOTING  
ECONOMIC DEVELOPMENT WITHIN  
29TH WARD.

A proposed resolution reading as follows:

WHEREAS, The City of Chicago has a need to reclaim, redevelop and reactivate industrial sites and operations which once existed in the City of Chicago; and

WHEREAS, In 1985 Shetland Properties purchased a large vacated industrial site at 5400 West Roosevelt Road; and

WHEREAS, Through serious commitment, diligence, persistence and creative development have developed this site into a hub of commercial, industrial and manufacturing activity; and

WHEREAS, Shetland Properties has actualized the concept of incubator development at both 5400 West Roosevelt Road and at its Pine Place facility; and

WHEREAS, Since Shetland opened its site at 5400 West Roosevelt Road, it has attracted over forty companies, generated more than 1,000 jobs and has ninety-five percent of its space leased; and

WHEREAS, The Shetland experience is positive proof that incubator development is a viable programmatic thrust and has enormous potential for the reclamation and redevelopment of our industrial base; now, therefore,

*Be It Resolved*, That the Honorable Mayor Eugene Sawyer and the Chicago City Council in meeting this 18th day of January, 1989, A.D., do hereby commend Mr. Andy Lappin and Shetland Properties for their effective economic development activities and the contributions which they have made to the economy of the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Mr. Lappin as evidence of the esteem in which he and Shetland Properties are held.

Alderman Davis 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 Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 HAGOPIAN (30th Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED  
PUBLIC ALLEY.

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 first east-west 16-foot public alley south of West Grand Avenue in the block bounded by West Grand Avenue, West North Avenue, North Kenton Avenue and North Kolmar (No. 34-30-89-1314); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Hagopian 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 Hagopian, the foregoing proposed order was *Passed*.

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Presented By

**ALDERMAN GABINSKI (32nd Ward):**

DRAFTING OF ORDINANCES FOR VACATION OF SPECIFIED  
PUBLIC WAYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Portion Of Public Alley Bounded By North Clybourn Avenue,  
North Branch Of Chicago River, North Dominick  
Street And West Webster Avenue.*

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 225.0 feet of the northwesterly- southeasterly 18-foot public alley in the area bounded by North Clybourn Avenue, the North Branch of the Chicago River, North Dominick Street, West Webster Avenue and a line 741.7 feet northwesterly of West Webster Avenue as measured along the southwesterly line of North Clybourn Avenue for The Salvation Army (No. 32-32-88-1311); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

*Portions Of North Sangamon Street And Specified Public Alley.*

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the first north-south 14-foot public alley west of North Sangamon Street, also a triangular portion of the public alley adjoining the south terminus of the north-south 14-foot public alley to be vacated in the block bounded by West Huron Street, North Morgan Street, North Milwaukee Avenue and North Sangamon Street for Mr. Jack Berger (No. 8-32-89-1312); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Gabinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Gabinski, the foregoing proposed orders were *Passed*.

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*Referred* -- REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE  
EMPLOYED BY SAINT MARY OF NAZARETH HOSPITAL CENTER.

Also, a proposed ordinance requiring the payment of a ten dollar license fee for each of the special police employed by Saint Mary of Nazareth Hospital Center, pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

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*Referred* -- GRANT OF PRIVILEGE TO HORWEEN LEATHER  
COMPANY FOR OCCUPANCY OF SPACE.

Also, a proposed ordinance to grant permission and authority to Horween Leather Company to occupy space to house three (3) sheds and a hopper behind the building located at 2015 -- 2021 North Elston Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

ALDERMAN MELL (33rd Ward):



*Referred* -- PERMISSION GRANTED TO WESTERN UNION CORPORATION FOR CONSTRUCTION AND USE OF TELECOMMUNICATIONS SYSTEM.

A proposed ordinance to grant permission and authority to Western Union Corporation to construct, install, renew, repair, maintain and operate within the public ways of the City of Chicago a telecommunications system utilizing fiber optic cable, which was *Referred to the Committee on Local Transportation*.

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Presented By

**ALDERMAN AUSTIN (34th Ward):**

*Referred* -- CONSTRUCTION OF BUS PASSENGER SHELTER AT SOUTH HALSTED STREET AND WEST 115TH STREET.

A proposed ordinance for the construction of a bus passenger shelter at the intersection of South Halsted Street and West 115th Street for southbound passengers, which was *Referred to the Committee on Local Transportation*.

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Presented By

**ALDERMAN CULLERTON (38th Ward):**

CONGRATULATIONS EXTENDED TO MR. DAVID ADAIR ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, David Adair, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of the Chicago Counsel Prairie Trail District Troop 803, David Adair has applied his energies and his talents in upholding the great standards and traditions of scouting; and

WHEREAS, David Adair represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby offer our heartiest congratulations to David Adair on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to David Adair.

Alderman Cullerton 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 Cullerton, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 EXTENDED TO MR. MARK GOEDERT  
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Mark Goedert, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of the Chicago Counsel Prairie Trail District Troop 803, Mark Goedert has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Mark Goedert represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby offer our heartiest congratulations to Mark Goedert on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mark Goedert.

Alderman Cullerton 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 Cullerton, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 O'CONNOR (40th Ward) And  
ALDERMAN LAURINO (39th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,  
SECTION 147-2 BY PROHIBITING ISSUANCE OF LIQUOR  
LICENSES IN SPECIFIED AREA.

A proposed ordinance to amend Chapter 147, Section 147-2 of the Municipal Code by prohibiting the issuance but not renewal of licenses for the sale of alcoholic beverages along the north and south sides of West Lawrence Avenue, from the north branch of the Chicago River west to South Pulaski Road, and along the west side of North Kedzie Avenue, from West Montrose Avenue north to West Ainslie Street, et cetera, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN PUCINSKI (41st Ward):**

CONGRATULATIONS EXTENDED TO MR. EUGENE MROZ ON  
RECEIVING WEBER HIGH SCHOOL "ALUMNUS OF  
THE YEAR 1988" AWARD.

A proposed resolution reading as follows:

WHEREAS, Eugene Mroz has been in the banking industry for 35 years, since 1953; and

WHEREAS, He became the Chairman/President and C.E.O. of Gladstone- Norwood Trust and Savings Bank in 1984; and

WHEREAS, He has been a member of the faculty of the Chicagoland American Institute of Banking since 1972 and is currently serving as chairman of its governing board; and

WHEREAS, He has been active as director with Saint Mary of Nazareth Hospital; and

WHEREAS, His interest in humanity continues because he is team-captain at Maryville Academy; and

WHEREAS, He has served on the Board of Directors at the Leaning Tower Y.M.C.A.; and

WHEREAS, Eugene Mroz and his wife, Jane, are the proud parents of Pete and Mike, Sue and Chris, and the proud grandparents of Eric, Ryan and Kathryn; and

WHEREAS, He is the father-in-law of Jenell and Colleen; and

WHEREAS, Eugene Mroz has demonstrated leadership in the community and a commitment to the customers of Gladstone-Norwood Trust and Savings Bank; and

WHEREAS, Weber High School has honored him as Alumnus of the Year 1988; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 18th day of January, 1989, A.D., do hereby extend to Eugene Mroz our sincere congratulations as the recipient of Weber High School's award in this, its 99th year of existence; and

*Be It Further Resolved*, That we acknowledge his outstanding involvement and personal concern for the betterment of mankind; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Eugene Mroz at Gladstone-Norwood Trust and Savings Bank as soon as possible.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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COMMENDATIONS EXTENDED TO COALITION OF POLISH  
AMERICAN WOMEN ON THEIR SUCCESSFUL  
PROMOTION OF POLITICAL  
RESPONSIBILITY.

Also, a proposed resolution reading as follows:

WHEREAS, On February 13, 1983 the Coalition of Polish American Women was organized; and

WHEREAS, The purpose of the Coalition of Polish American Women is to stimulate interest and participation in the political life of the city, county, state and country; and

WHEREAS, The Coalition of Polish American Women seeks to protect the interest and the advancement of qualified citizens of Polish descent in various fields of economic endeavor in our society; and

WHEREAS, The Coalition of Polish American Women promotes political responsibility through informed participation of citizens in government and acts accordingly on selected issues; and

WHEREAS, The Coalition of Polish American Women seeks to propagate the Polish Heritage through many sponsored activities; and

WHEREAS, Presently the Coalition is compiling family name donations for the Polish Room of the Ellis Island Museum; and

WHEREAS, On January 23, 1989 the Coalition of Polish American Women will hold its fifth installation of officers for the coming year; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council do hereby extend our best wishes to the board and the members of the Coalition of Polish American Women on a successful and prosperous year.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlárz, 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 EXTENDED TO MS. CATHERINE CUTHILL  
ON HER 85TH BIRTHDAY CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, Catherine Cuthill will be celebrating her 85th birthday on February 5, 1989; and

WHEREAS, She has four devoted children: Julian (Sophie) Chaplinski; Agnes (Harley) Derusha; Lorraine (Jerry) Horkey; and Robert (Dorothy) Chaplin; and

WHEREAS, She has seventeen grandchildren: Thomas (Judy) Chaplinski; Karen (Vince) Tunzi; James (Patti) Chaplinski; Judy (Dave) Schroeder; Dennis (Linda) Derusha; Gary Derusha; Annette Derusha; Philip (Cindy) Horkey; James, John, Robert and Daniel

Horkey; Mary Lyn (Allen) Ray; Robert Chaplin; Janet (Paul) Dillon; Nancy (John) Cyr; and Laura Chaplin; and

WHEREAS, She has twelve great grandchildren: Kimberly and Michael Tunzi; Nicholas and Andrew Chaplinski; Derek Schroeder; Kristen Chaplinski; Susan and Christopher Derusha; Clinton and Dylan Cyr; and Crystalyn and Tyler Horkey; and

WHEREAS, Catherine Cuthill emigrated from Poland in 1904 to the United States; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 18th day of January, 1989 A.D., do hereby extend to Catherine Cuthill our sincere congratulations on her 85th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Alderman Roman Pucinski as soon as possible, for presentation to her.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 NATARUS (42nd Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the organizations listed, for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

America's Bar Limited Partnership -- to install, maintain and use two flagholes protruding from the building at 219 West Erie Street; and

TLF, Incorporated, doing business as Chicago Blooms -- to maintain and use a portion of the sidewalk for display of seasonal floral merchandise adjacent to 1149 North State Street.

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*Referred*-- PERMISSION TO HOLD 17TH ANNUAL WATER TOWER  
ART AND CRAFT FESTIVAL ON PORTIONS  
OF PUBLIC SIDEWALKS.

Also, a proposed order to grant permission to the American Society of Artists, Incorporated to hold its 17th Annual Water Tower Art and Craft Festival on the sidewalks along portions of East Chicago Avenue, East Pearson Street and North Seneca Street during the period extending June 23 through June 25, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred*-- ISSUANCE OF PERMIT TO CONSTRUCT AND  
MAINTAIN CANOPY AT 219 WEST  
ERIE STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to America's Bar Limited Partnership for the construction, maintenance and use of a canopy to be attached to the building or structure at 219 West Erie Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN EISENDRATH (43rd Ward):**



*Tabled* -- REPEAL OF ORDINANCE WHICH AUTHORIZED NEWSSTAND  
CONCESSION LICENSE AGREEMENT WITH W. H. SMITH  
OF ILLINOIS, INCORPORATED FOR LOCATION  
AT CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

A proposed ordinance to repeal the ordinance passed by the City Council on December 21, 1988 which authorized the execution of a Newsstand Concession License Agreement with W. H. Smith of Illinois, Incorporated for the operation of a newsstand at Chicago O'Hare International Airport.

Alderman Eisendrath moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed* by a viva voce vote.

Alderman Beavers moved to *Lay on the Table* the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Robinson, Beavers, Caldwell, Shaw, Carter, Streeter, Jones, J. Evans, Krystyniak, Henry, Soliz, Butler, Austin, Kotlarz, Giles, Laurino, Pucinski, Natarus -- 18.

*Nays* -- Aldermen Tillman, T. Evans, Vrdolyak, Huels, Fary, Burke, Sheahan, Gutierrez, Smith, Davis, Hagopian, Figueroa, Eisendrath, Hansen, Orr -- 15.

Alderman Burke then moved to take from the table the said proposed ordinance.

The motion to take from the table failed to pass by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Vrdolyak, Huels, Fary, Burke, Kellam, Sheahan, J. Evans, Krystyniak, Gutierrez, Hagopian, Mell, Kotlarz, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr -- 22.

*Nays* -- Aldermen Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, Henry, Soliz, Butler, Smith, Davis, Figueroa, Gabinski, Austin, Banks, Giles, Laurino, Natarus -- 20.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A,  
ARTICLE 8.3 BY ALLOWING PHYSICAL CULTURE AND  
HEALTH SERVICES AS PERMITTED USES ON  
GROUND FLOOR LEVEL.

Also, a proposed ordinance to amend Chapter 194A of the Municipal Code, known as the Chicago Zoning Ordinance, Article 8.3, by allowing as permitted uses, physical culture and

health services such as gymnasiums, reducing salons, masseurs and public baths, on the ground floor level within 50 feet of any street within all the B2-1 to B2-5 Districts inclusive, which was *Referred to the Committee on Zoning.*

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Presented By

**ALDERMAN LEVAR (45th Ward):**

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER 200.4  
BY ADDING NEW SECTION 200.4-14 WHICH WOULD  
ESTABLISH TREE DAMAGE PENALTY FINES.

A proposed ordinance to amend Chapter 200.4 of the Municipal Code by adding thereto a new section to be known as Section 200.4-14 which would establish penalty fines for any street construction contractors who damage trees during any public way improvement, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN SHILLER (46th Ward):**

CONGRATULATIONS EXTENDED TO UPTOWN PEOPLE'S  
COMMUNITY SERVICE CENTER FOR SUCCESSFUL  
20TH ANNUAL CHRISTMAS SURVIVAL  
PROGRAM.

A proposed resolution reading as follows:

WHEREAS, For 20 years the Annual Christmas Survival Program, sponsored by the Uptown People's Community Service Center, has been the cornerstone in the heart of Uptown Community's struggle for self-respect, pride and survival; and

WHEREAS, The Christmas Survival Program has always accomplished more with less funds, and a combination of hard working, year round community volunteers and community residents who give up their Decembers each year; the program has managed to overcome all obstacles; and

WHEREAS, This Christmas a devastating fire two days before the program's scheduled distribution threatened to challenge the 20th anniversary distribution when over 1,000 toys were destroyed; and

WHEREAS, Nearly 1,000 people throughout the Chicago Metropolitan area responded immediately with generous donations of toys and contributions while community volunteers worked around the clock to insure the distribution of food and toys; now, therefore,

*Be It Resolved*, That the Mayor and the City Council of Chicago, hereby congratulate and commend the Uptown People's Community Service Center and the people of Uptown for the successful completion of the 20th Annual Christmas Survival Program; and

*Be It Further Resolved*, That the Mayor and the City Council of Chicago hereby commend the over 1,000 people throughout the Chicago area that gave generously to make the 20th Annual Christmas Survival Program a success; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to the Uptown People's Community Service Center.

Alderman Shiller moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Shiller, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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 SHILLER (46th Ward),  
ALDERMAN FIGUEROA (31st Ward)  
And OTHERS:**

*Referred*-- AMENDMENT OF MUNICIPAL CODE BY ADDING NEW  
CHAPTER 198.11A ENTITLED "CHICAGO PROPERTY  
TAX RELIEF".

A proposed ordinance, presented by Aldermen Shiller, Figueroa, Rush, T. Evans, Streeter, J. Evans and Davis, to amend the Municipal Code by adding thereto a new chapter to be known as Chapter 198.11A which would establish property tax relief for citizens with restricted incomes, which was *Referred to the Committee on Finance*.

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*Referred*-- CITY COUNCIL URGED TO HOLD HEARINGS TO  
EVALUATE EFFECTIVENESS OF COOK COUNTY TAX  
INCENTIVE PROGRAMS.

Also, a proposed resolution, presented by Aldermen Shiller, Figueroa, Rush, Tillman, T. Evans, J. Evans and Streeter, calling for public hearings to evaluate the effectiveness of Class 6, 7 and 8 Cook County tax incentive programs for business and industry, which was *Referred to the Committee on Finance*.

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*Referred*-- ILLINOIS STATE LEGISLATURE URGED TO PASS  
PROPERTY TAX RELIEF PROVISIONS FOR  
SPECIFIED OWNERS.

Also, a proposed resolution, presented by Aldermen Shiller, Figueroa, Rush, Tillman, T. Evans, Streeter, J. Evans and Eisendrath, urging the Illinois General Assembly to pass legislation granting uniform real property tax relief to longtime owner-occupants under special circumstances, which was *Referred to the Committee on Finance*.

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*Referred*-- AMENDMENT OF 1989 ANNUAL APPROPRIATION  
ORDINANCE BY INCREASING STAFF POSITIONS  
WITHIN TAXPAYERS ADVOCATE OFFICE.

Also, a proposed resolution, presented by Aldermen Shiller, Figueroa, T. Evans, Streeter, J. Evans and Davis, to amend the 1989 Annual Appropriation Ordinance by creating five

additional staff positions within the Taxpayers Advocate Office, which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

**ALDERMAN SCHULTER (47th Ward):**

CONGRATULATIONS EXTENDED TO MR. BRIAN CROWE  
ON HIS 50TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Brian Crowe, citizen, jurist and man of letters, will celebrate his 50th birthday on January 28, 1989; and

WHEREAS, Brian Crowe, who is presently an attorney with the firm of Coffield, Ungaretti, Harris and Slavin, is a Chicago product exemplary of Chicago's "I Will" Spirit; and

WHEREAS, A graduate of Quigley High School and Loras College, Brian Crowe holds a Master-in-Law from the University of Virginia and Juris Doctor degree from Loyola University (Chicago) School of Law. His multi-faceted career led him to become a distinguished member of the bench from 1975 to 1987, and besides his current practice, Brian Crowe rotates teaching assignments at Loyola and Northwestern Universities; and

WHEREAS, An outstanding family man, Brian Crowe married the former Zylpha Basler in 1968; their union has been blessed with Kathleen, Brian and Christine; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of January, 1989, A.D., do hereby congratulate Brian Crowe on the occasion of his 50th birthday, and extend to this outstanding citizen our most sincere wish that his next fifty years will be as productive, fulfilling and as happy as the first fifty; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Brian Crowe.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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* -- INSTALLATION OF BUS PASSENGER SHELTERS  
AT SPECIFIED INTERSECTION.

Also, a proposed order requesting the Chicago Transit Authority to consider the installation of bus passenger shelters on the northwest and southeast corners of North Damen Avenue at its intersection with West Roscoe Street, which was *Referred to the Committee on Local Transportation*.

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Presented By

**ALDERMAN ORR (49th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,  
SECTION 147-13 BY REQUIRING NOTIFICATION AND  
CONSENT OF LOCAL RESIDENTS PRIOR TO  
PURCHASE OF LATE HOUR  
LIQUOR LICENSES.

A proposed ordinance to amend Chapter 147, Section 147-13 of the Municipal Code by requiring all applicants for late hour liquor licenses to notify local residents of their intention to purchase such license prior to actual purchase and to obtain consent from a majority of the residents living within a radius of 600 feet of said liquor establishments, which was *Referred to the Committee on License*.

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 25,  
26, 26.2 AND 26.3, VARIOUS SECTIONS, BY  
DEFINING AND REGULATING POLITICAL  
ACTIVITY OF CITY OFFICIALS,  
ET CETERA.

Also, a proposed ordinance to amend Chapters 25, 26, 26.2 and 26.3 of the Municipal Code, various sections, by defining political activity of city officials, regulating the solicitation and acceptance of political contributions, and restricting membership on political fundraising committees, et cetera, which was *Referred to a Joint Committee composed of the members of the Committee on Committees, Rules and Ethics and the Committee on Finance.*

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Presented By

**ALDERMAN STONE (50th Ward):**

*Referred* -- DR. J. TAKEHARA EXEMPTED FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt Dr. J. Takehara from the physical barrier requirement pertaining to alley accessibility for the parking facility at 2727 West Touhy 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 STONE (50th Ward) And  
ALDERMAN BURKE (14th Ward):**

*Referred* -- PROPOSED HEARINGS CONCERNING NOISE  
DISTURBANCES AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

A proposed resolution urging a joint committee composed of the members of the Committee

on Aviation and the members of the Committee on Intergovernmental Relations to hold hearings with city officials from the City of Des Plaines to determine problems of community noise disturbance caused by the use of Runway 22R at Chicago O'Hare International Airport, which was *Referred to a Joint Committee composed of the members of the Committee on Aviation and the members of the Committee on Intergovernmental Relations.*

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**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ET CETERA.**

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

**FREE PERMIT:**

**BY ALDERMAN LAURINO** (1st Ward):

Northeastern Illinois University -- electrical work on the premises known as 5500 North St. Louis Avenue.

**LICENSE FEE EXEMPTIONS:**

**BY ALDERMAN STONE** for **ALDERMAN ROTI** (1st Ward):

Mercy Hospital and Medical Center, Stevenson Expressway at Dr. Martin Luther King Jr. Drive.

**BY ALDERMAN T. EVANS** (4th Ward):

Chicago Osteopathic Medical Center, 5200 South Ellis Avenue.

**BY ALDERMAN BLOOM** (5th Ward):

Sinai Nursery School, 1720 East 54th Street.

**BY ALDERMAN SOLIZ** (25th Ward):



El Valor Corporation, various locations.

*BY ALDERMAN LAURINO (39th Ward):*

Association of Jewish Blind of Chicago Home and Recreation Center, 3525 West Foster Avenue.

*BY ALDERMAN LAURINO for ALDERMAN O'CONNOR (40th Ward):*

Covenant Home of Chicago, 2725 West Foster Avenue.

Korean American Community Services Child Care Center, 4300 North California Avenue.

*BY ALDERMAN PUCINSKI (41st Ward):*

Danish Home, 5656 North Newcastle Avenue.

Edison Park Lutheran Church Day Care Center, 6626 North Oliphant Avenue.

Norwegian Old Peoples Home Society, 6016 North Nina Avenue.

*BY ALDERMAN SCHULTER for ALDERMAN OSTERMAN (48th Ward):*

Edgewater Presbyterian Church, 1020 West Bryn Mawr Avenue.

*BY ALDERMAN ORR (49th Ward):*

Saint Ignatius School, 6559 North Glenwood Avenue.

*BY ALDERMAN STONE (50th Ward):*

Jewish Peoples Convalescent Home, 6512 North California Avenue.

Misericordia Heart of Mercy, 6300 North Ridge Avenue.

**CANCELLATION OF WARRANTS FOR COLLECTION:**

*BY ALDERMAN STONE for ALDERMAN ROTI (1st Ward):*

Jewish Federation of Metropolitan Chicago, 1 South Franklin Street -- semi-annual elevator inspection fee.

*BY ALDERMAN SHAW (9th Ward):*

Evangelism Outreach Ministries/Full Gospel Pentecostal Church, 213 East 114th Place -- driveway inspection fees.

*BY ALDERMAN VRDOLYAK (10th Ward):*

South Chicago Parents & Friends, Incorporated, 10241 South Commercial Avenue -- annual refrigeration system inspection fee.

*BY ALDERMAN HUELS (11th Ward):*

Valentine Chicago Boys Club, 3400 South Emerald Avenue -- fuel burning equipment inspection fee.

*BY ALDERMAN SOLIZ (25th Ward):*

Saint Anthony Hospital, various locations -- semi-annual elevator inspection fee, fuel burning equipment inspection fees and sign inspection fees (3).

*BY ALDERMAN BANKS (36th Ward):*

Galewood Community Church, 1776 North Narragansett Avenue -- annual parking sign maintenance and surcharge fees.

*BY ALDERMAN NATARUS (42nd Ward):*

Catholic Archdiocese of Chicago, 739 North Wabash Avenue -- annual building inspection fee.

Chicago Latin School, various locations -- semi-annual elevator inspection fee and fuel burning equipment inspection fees (3).

*BY ALDERMAN EISENDRATH (43rd Ward):*

Grant Hospital, various locations -- annual institutional inspection fees.

*BY ALDERMAN SCHULTER (47th Ward):*

Ravenswood Hospital Medical Center, various locations -- institutional inspection fees (2).

WATER RATE EXEMPTIONS:

BY ALDERMAN EISENDRATH (43rd Ward):

Chicago Historical Society, 1659 North Clark Street.

BY ALDERMAN SCHULTER (47th Ward):

All Saints Church, 4550 North Hermitage Avenue.

REFUND OF FEE:

BY ALDERMAN VRDOLYAK (10th Ward):

South Chicago Parents & Friends, Incorporated, 10241 South Commercial Avenue --  
refund in the amount of \$125.00.

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (December 21, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on December 21, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

**UNFINISHED BUSINESS.**

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AMENDMENT AND EXTENSION OF LEASE AGREEMENT WITH  
MIDWESTERN HOTEL, INCORPORATED AT CHICAGO  
O'HARE INTERNATIONAL AIRPORT.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of December 7, 1988, pages 20662 through 20700, recommending that the City Council pass a proposed ordinance approving an amendment and extension of a lease agreement with Midwestern Hotel, Incorporated at Chicago O'Hare International Airport.

Alderman Cullerton moved to refer the said proposed ordinance to the Committee on Aviation. The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Huels, Sheahan, Krystyniak, Cullerton, Pucinski, Eisendrath, Orr -- 10.

*Nays* -- Aldermen Bloom, Robinson, Beavers, Caldwell, Shaw, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Henry, Soliz, Gutiérrez, Butler, Smith, Davis, Figueroa, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Natarus, Hansen, Levar, Shiller, Schulter, Stone -- 33.

Thereupon, on motion of Alderman Banks, the roll was called on the said proposed ordinance and the yeas and nays were as follows:

*Yeas* -- Aldermen Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Natarus, Hansen, Levar, Schulter, Stone -- 31.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Huels, Sheahan, Krystyniak, Mell, Cullerton, Pucinski, Eisendrath, Shiller, Orr -- 12.

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

Acting Mayor Sawyer then ruled that the ordinance was an extension of an existing lease, thereby allowing exercise of the city's home rule powers and fixing the majority required for passage at twenty-six.

Alderman Cullerton moved to appeal the ruling of the Chair, holding that provisions of Chapter 24, Paragraph 11-76-2 of the Illinois Revised Statutes required an affirmative vote

by 3/4 of the corporate authorities holding office to accept a bid for the lease of real estate for any term in excess of twenty years.

The Chair then stated "*Shall the Ruling of the Chair be Sustained?*"

Thereupon, the ruling of the chair was *Sustained* by yeas and nays as follows:

*Yeas* -- Aldermen Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr, Stone -- 35.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Huels, Sheahan, Krystyniak, Mell, Cullerton, Pucinski -- 9.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

WHEREAS, The City is a home rule municipality of the State of Illinois; and

WHEREAS, The City has determined that it is convenient and necessary that a hotel be constructed, maintained and operated upon the Airport for the accommodation of the traveling public; and

WHEREAS, The parties have heretofore entered an agreement, dated as of May 15, 1970, as amended (the "Lease"), whereby the City leased the hotel to Western Concessions, Incorporated (the "Lessee"); and

WHEREAS, The Lessee constructed, equipped and now maintains and operates a hotel and related facilities; and

WHEREAS, The parties deem it desirable for the Lessee to make substantial capital improvements to the said hotel and related facilities; and

WHEREAS, The Lessee desires to extend the term of the Lease so as to enable it to utilize the extended life of the hotel and related facilities caused by the capital improvements; and

WHEREAS, The Lessee has agreed to make additional capital improvements annually over the life of the Lease; and

WHEREAS, The City desires to modify the rent schedule to provide greater income and to extend the term of the Lease to provide a stable source of revenue; and

WHEREAS, The Lessee under the Lease was named Western Concessions, Incorporated, and the Lessee has since the date of the Lease changed its name to Midwestern Hotel, Incorporated; and

WHEREAS, Since the date of the Lease, the City has planned, financed and undertaken the O'Hare Development Program and has entered new Use Agreements and Terminal Facilities Leases with airlines using the Airport; and

WHEREAS, The foregoing changes at the Airport make it necessary and desirable to modify certain terms of the Lease; and

WHEREAS, It is in the public interest to extend and amend the Lease; now, therefore,

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

SECTION 1. The City Council makes the findings and determination set forth in the preamble to this ordinance.

SECTION 2. The Lease Agreement, dated as of the \_\_\_ day of November, 1988, by and between the City of Chicago, a municipal corporation of the State of Illinois, and Midwestern Hotel, Incorporated, an Illinois corporation, in the form substantially as attached hereto as Exhibit A (the "Lease Agreement") is hereby approved.

SECTION 3. The Mayor of the City of Chicago is authorized to execute and deliver the Lease Agreement on behalf of the City, subject to the approval of the Lease Agreement by the Corporation Counsel as to form and legality.

SECTION 4. This ordinance shall take effect upon its passage.

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

*Exhibit "A".*

*Lease Agreement.*

This Lease Agreement, dated as of the 1st day of December, 1988, by and between the City of Chicago, a municipal corporation of the State of Illinois ("Lessor"), and Western Concessions, Incorporated, a/k/a Midwestern Hotel, Incorporated, an Illinois corporation (the "Lessee").

*Witnesseth:*

Whereas, the Lessor owns and operates the airport known as Chicago-O'Hare International Airport, situated in the City of Chicago, County of Cook and County of

Du Page, State of Illinois (referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, the Lessor has determined that it is convenient and necessary that there be constructed and operated upon said Airport hotel facilities for the accommodation of the traveling public; and

Whereas, the parties have heretofore entered into an agreement dated as of May 15, 1970, as amended, whereby the Lessor leased the Leased Premises (as hereinafter defined) to the Lessee; and

Whereas, the Lessee constructed, equipped and now maintains and operates a hotel and related facilities on the Leased Premises; and

Whereas, the parties deem it desirable for the Lessee to make substantial capital improvements to the said hotel and related facilities; and

Whereas, the Lessee desires to extend the term of its Lease so as to enable it to utilize the extended life of the hotel and related facilities caused by the capital improvements; and

Whereas, the Lessee has agreed to make additional capital improvements over the life of the hotel improvements; and

Whereas, the Lessor desires to modify the rent schedule to provide greater income and to extend the term of the Lease to provide a stable source of revenue; and

Whereas, the Lessee under the original Lease was named Western Concessions, Incorporated and the Lessee has since the date of the original Lease changed its name to Midwestern Hotel, Incorporated; and

Whereas, since the date of the original Lease, the Lessor has planned, financed and undertaken the O'Hare Development Program and has entered new Use Agreements and Terminal Facilities Leases with airlines using the Airport; and

Whereas, the foregoing changes at the Airport make it necessary and desirable to modify certain terms of the existing Lease agreement; and

Whereas, the parties desire to extend and amend the existing Lease agreement; and

Whereas, the Lessor desires to lease to the Lessee, and the Lessee desires to lease from the Lessor, the premises hereinafter described, for the construction and operation of hotel facilities at the Airport on the terms and conditions hereinafter provided;

Now, Therefore, in consideration of the mutual promises herein contained, it is agreed as follows:

*Article I.*

*Definitions.*

The following terms shall have the meanings hereinafter set forth, unless the context otherwise requires:

1.01 Capital Improvements.

"Capital Improvements" shall mean and include improvements and refurbishing of any kind, other than routine maintenance and repairs, to the Leased Premises including but not limited to architectural fees, design fees, construction management fees, safety devices, equipment, plumbing and electrical fixtures, roofing, carpeting and furniture and furnishings.

1.02 Commissioner Of Aviation.

The "Commissioner of Aviation" shall mean, the Commissioner of Aviation of the City of Chicago, Illinois (or any successor thereto, in whole or in part, as to his duties hereunder) and his duly authorized assistants.

1.03 Commissioner Of Public Works.

The "Commissioner of Public Works" shall mean, the Commissioner of Public Works of the City of Chicago, Illinois (or any successor thereto, in whole or in part, as to his duties hereunder) and his duly authorized assistants.

1.04 Comptroller.

The "Comptroller" shall mean, the Comptroller of the City of Chicago, Illinois (or any successor thereto, in whole or in part, as to his duties hereunder) and his duly authorized assistants.

1.05 Consulting Engineer.

"Consulting Engineer" shall mean the Consulting Engineer acting as such under Section 2.06 of the General Airport Revenue Bond Ordinance as passed by the City Council of the City of Chicago on March 31, 1983.



#### 1.06 Effective Date.

"Effective Date" of this Lease Agreement shall be the date of this last to occur of:

(a) The approval of the Lease Agreement in substantially this form by the City Council of the City of Chicago.

(b) The execution and delivery of the Lease Agreement by all parties hereto.

(c) The payment by the Lessee to the Lessor of \$3,000,000 pursuant to Section 2.05(a) hereof.

(d) 45 days following the submission of the proposed form of the Lease Agreement to the airlines pursuant to Section 16.01(c) of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease between the City of Chicago and certain airlines using the Airport.

#### 1.07 Furniture And Furnishings.

"Furniture and Furnishings" shall mean all furniture, furnishings, specialized hotel equipment (as hereinafter defined), office furniture and equipment, cash registers, safes, carpets, rugs and other floor coverings, venetian blinds, drapes, curtains and tapestries, operating equipment (which term shall mean and include chinaware, glassware, linens, silverware and uniforms) and such other supplies as may be required in order to operate the Hotel, and such other furnishings, equipment and fixtures, which are not "permanent improvements", as may be necessary and proper for the complete and comfortable use, enjoyment, occupancy and operation of the Hotel, and any and all renewals and replacements thereof, alterations, changes or improvements therein, additions thereto and substitutions therefore. The term "specialized hotel equipment" shall mean and include all equipment required in the judgment of the Lessee for the operation of kitchens, dining room, bars, laundry and dry cleaning facilities, special lighting and other equipment, except such items as are "permanent improvements".

#### 1.08 Gross Revenues.

"Gross Revenues" shall mean and include all revenues of any kind derived from the operations of the Hotel including net receipts from subleases, and concessions whether on a cash basis or on credit (provided same are paid or collected) determined in accordance with generally accepted accounting principles, and in form and manner reasonably satisfactory to the City Comptroller, excluding, however (a) federal, state and municipal excise, sales and use taxes collected directly from patrons or guests or as a part of the sales price of any goods, services or displays, such as gross receipts, admission, cabaret or similar or equivalent taxes, (b) proceeds of any insurance policies, (c) gains arising from the sale or

other disposition of capital assets, (d) any reversal of any contingency or tax reserve, (e) credits, discounts, refunds and allowances from suppliers and creditors, (f) uncollected or uncollectable credit accounts or bad debts or other losses, (g) proceeds from a condemnation, (h) proceeds from the sale or disposition of Furniture and Furnishings, and (i) sales of merchandise for which, and to the extent the cash has been refunded or allowances made, provided the original sale shall have been included in Gross Revenues.

#### 1.09 Hotel.

"Hotel" shall mean the hotel constructed by Lessee on the Leased Premises and operated by the Lessee as of the date hereof.

#### 1.10 Independent Airport Consultant.

"Independent Airport Consultant" shall mean the Independent Airport Consultant acting as such under Section 8.04 of the General Airport Revenue Bond Ordinance as passed by the City Council of the City of Chicago, March 31, 1983.

#### 1.11 Leased Premises.

"Leased Premises" shall mean an area of land and space as set forth and marked on and subject to the restrictions and limitations of Exhibit B appearing at page 8534A of the Journal of Proceedings of the City Council of the City of Chicago dated April 29, 1970 and as amended in the ordinance entitled "Amendment of Lease Agreement authorized with Western Concessions, Inc. for Construction, etc. of Hotel Facility at Chicago-O'Hare International Airport", appearing at pages 412 -- 413 of the Journal of Proceedings of the City Council of the City of Chicago dated June 11, 1971, said exhibits and ordinances made a part hereof as if set forth herein.

#### 1.12 Leasehold Mortgage.

"Leasehold Mortgage" shall mean a mortgage, or a deed of trust to secure an issue or issues of notes, bonds or other evidences of indebtedness, as approved by Lessor in this Lease and the Lessee's interest in the leasehold estate created by this Lease, which may also include the Lessee's interest as sub-lessor in any present or future subleases authorized by or permitted under the provisions of this Lease.

#### 1.13 Lease Year.

"Lease Year" shall, with respect to the first Lease Year, be a period beginning with the Effective Date of this Lease Agreement and ending on the 31st day of December, in such year, and each succeeding Lease Year thereafter shall begin on the first day of January and end on the 31st day of December in each calendar year, except that the last Lease Year shall be a period beginning on the first day of January in the calendar year in which the Term of this Lease expires or is terminated, and ending on the expiration or termination date of the Term of this Lease.

#### 1.14 Permanent Improvements.

"Permanent Improvements" shall mean and include:

(i) Any and all improvements shown on the final detailed plans and specifications for the Hotel heretofore approved by the Commissioner of Public Works.

(ii) All other property and equipment installed in the Leased Premises by Lessee, its sub-lessees or other persons occupying portions of the Leased Premises as permitted under this Lease, except the following:

(1) Furniture and Furnishings as defined in sub-paragraph (a) above; and

(2) All equipment attached to the realty merely by reason of connection to the realty for the purpose of obtaining the utilities required to operate the equipment.

#### 1.15 Person.

"Person" shall mean any person, firm, partnership, joint venture, corporation, or other legal entity, their respective heirs, personal representatives, successors and assigns.

#### 1.16 Unavoidable Delays.

"Unavoidable Delays" shall mean delays caused by Acts of God, fire or other casualty, action of the elements, riot, civil commotion, war, or any other cause beyond Lessee's reasonable control.

### *Article II.*

*Demise: Term Of Lease, Rent.*

2.01 Demise.

For and in consideration of the rents herein reserved and the covenants, conditions and agreements to be performed on the part of the Lessee, the Lessor hereby leases to the Lessee, and the Lessee hereby leases and accepts from the Lessor, the Leased Premises, for the term of this Lease (unless this Lease shall sooner terminate as hereinafter provided).

2.02 Term.

The term of this Lease shall be thirty years commencing on the Effective Date of this Lease Agreement and expiring on the last day of the month thirty years following the commencement of said term, provided that in no event shall the term hereon extend past December 31, 2018.

2.03 Rental.

Lessee agrees to pay to the Lessor, with respect to each Lease Year during the term of this Lease, at the time and place and in the manner hereinafter specified, as rental for the Leased Premises and for the rights and privileges granted to the Lessee under this Lease, the greater of (a) or (b) as follows:

(a) Minimum Rent: a fixed minimum rental for each Lease Year of \$1,500,000 per year;  
or

(b) Percentage Rent: An annual Percentage Rent ("Percentage Rent") for each Lease Year commencing with January 1st of the first full twelve month Lease Year as follows:

(i) For Lease Years one through five (1 -- 5) inclusive, Percentage Rent shall be eight percent (8%) of Gross Revenue;

(ii) For Lease Years six through ten (6 -- 10) inclusive, Percentage Rent shall be ten percent (10%) of the first Forty Million Dollars (\$40,000,000) of Gross Revenue; eleven percent (11%) of Gross Revenue from Forty Million Dollars (\$40,000,000) to Forty-five Million Dollars (\$45,000,000); and twelve percent (12%) of all Gross Revenue in excess of Forty-five Million Dollars (\$45,000,000);

(iii) For Lease Years eleven through twenty (11 -- 20) inclusive, Percentage Rent shall be eleven percent (11%) of the first Forty-five Million Dollars (\$45,000,000) of Gross Revenue and twelve percent (12%) of all Gross Revenue in excess of Forty-five Million Dollars (\$45,000,000);

(iv) For Lease Years twenty-one through thirty (21 -- 30) inclusive, Percentage Rent shall be twelve percent (12%) of Gross Revenue.

#### 2.04 Payment Of Rent.

(a) The Minimum Rent due to the Lessor shall be paid in equal monthly installments of \$125,000 in advance on the first day of each and every month of each Lease Year; provided, however, that if the first Lease Year shall commence on a date which is not the first day of a month or if the term of this Lease Agreement shall expire, whether by lapse of time or otherwise, on a date which is not the last day of a month, the Minimum Rent, for such fractional month shall be paid on the actual date of commencement of the first Lease Year and in either case shall be prorated. The Percentage Rent, if any, due to the Lessor for each Lease Year shall be paid within ninety days after the end of each such Lease Year. Any such payment of Percentage Rent shall be accompanied by a statement, certified by the Treasurer or an Assistant Treasurer of Lessee or Lessee's auditor at the Hotel, setting forth the computation of the Percentage Rent of such Lease Year. The Minimum Rent shall be prorated for any Lease Year of less than twelve months and applied against the Percentage Rent due for such short period.

(b) Notwithstanding anything to the contrary stated herein, for purposes of calculating the dates of payment of the sliding scale of Percentage Rent and the time within which the capital improvements specified in Section 3.01 must be made, in the event the period between the Effective Date of this Lease Agreement and December 31st is six (6) months or less, the amount of the percentage charged as Percentage Rent and the time within which said capital improvements must be made shall be calculated and begin to run from January 1st of the first full 12-month Lease Year under this Lease.

(c) All rental payments due hereunder shall be payable to the Lessor and shall be payable at the Office of the Comptroller of the City of Chicago, City Hall, Chicago, Illinois.

#### 2.05 Renewal Fee; Fee Payable Upon Sale.

(a) This Lease Agreement shall not be effective until the Lessee shall pay the Lessor a one time renewal fee of Three Million Dollars (\$3,000,000).

(b) If the Lessee during the term hereof sells, transfers or assigns a majority and/or a controlling interest in the Hotel, the assets or stock of the Lessee or any rights in this Lease Agreement, such as to divest the Lessee of its majority ownership interest and/or control of the Leased Premises, the Lessee shall pay to the Lessor within ten (10) days of the closing of such sale, transfer or assignment, an amount equal to 15% of the net sales price, less the Three Million Dollars (\$3,000,000) renewal fee. Said fee payable upon sale is not payable in the event Lessee assigns its rights under this Lease in whole or in part to a wholly owned subsidiary or such other successor assignee as permitted by Section 14.04(d) hereof. Said fee payable upon sale is also not payable in the event Lessee sells, transfers or assigns a minority and/or non-controlling interest in the Hotel, the assets or stock of the Lessee so

long as Lessee obtains the prior written consent of Lessor to said transfer, which consent shall not be unreasonably withheld, and Lessee remains primarily liable on all obligations under this Lease.

(c) "Net Sales Price" shall mean the consideration of a sale, transfer or assignment of this Lease, or a controlling interest therein (which in no event shall be less than the fair cash market value) less the following expenses:

- (i) All indebtedness secured at time of sale by the Leased Premises except indebtedness incurred within 12 months of such sale;
- (ii) All brokers' and sale commissions;
- (iii) All taxes imposed on the transfer of said interest; and
- (iv) All other closing costs including but not limited to title charges and legal fees.

#### 2.06 Books And Records.

(a) The Lessee shall keep full and adequate books of account and other records reflecting the results of the operation of the Hotel, all in form and manner reasonably satisfactory to the City Comptroller and in accordance with generally accepted accounting principles.

(b) All books and records maintained by Lessee with respect to the Hotel and all such books and records relating to Gross Revenues, shall be available to Lessor during reasonable business hours for the purpose of examining or making extracts therefrom. If any of such books and records are not available at the Leased Premises, Lessee shall upon request of the Lessor, make such records available to Lessor at the Leased Premises. Lessee agrees that it will require all sub-lessees or other persons operating on the Leased Premises with the permission of the Lessee as authorized or permitted under this Lease, whose rental or other consideration for the use of such space is computed on a percentage basis, to keep complete and accurate books and records with respect to such operations and to make them available to Lessor for examination at any time requested by Lessor during reasonable business hours.

### *Article III.*

#### *Construction Of Hotel On Leased Premises.*

##### 3.01 Capital Improvements.

Lessee hereby agrees, without cost to Lessor and except for unavoidable delays in each case, to construct Capital Improvements to the Hotel following the Effective Date of this Lease Agreement and to complete same on or before sixty months thereafter. Said Capital Improvements shall cost no less than \$10 million, inclusive of architectural and construction management fees, furniture and equipment. Said Capital Improvements shall not exceed the height permissible under existing applicable federal airport regulations, and shall consist of refurbishment of guest rooms, lobbies, corridors and other public areas, food and beverage facilities (subject to the limitations hereinafter set forth), public rooms and other facilities as may be reasonably approved by Lessor as appropriate to a first-class commercial type hotel with standards comparable to those prevailing in first-class commercial type hotels in Chicago, Illinois.

Lessee, at its expense, shall also, as soon as possible, upon completion of the said Capital Improvements, fully furnish and equip the same and at all times thereafter keep and maintain the same with appropriate Furniture and Furnishings.

### 3.02 Annual Capital Improvements.

(a) After the sixtieth month following the effective date hereof, the Lessee shall expend each Lease Year no less than 4% of the Gross Revenue for such Lease Year for Capital Improvements, pursuant to the terms and conditions of Article III hereof. If the Lessee shall fail to expend 4% of Gross Revenues for Capital Improvements within any Lease Year, the Lessee shall pay such amount to the Lessor less the amount actually expended for Capital Improvements.

(b) If the Lessee expends more than 4% of gross revenues for Capital Improvements within any Lease Year following the expiration of the initial sixty (60) month period, Lessee shall be entitled to a credit against its yearly obligation to expend 4% of its gross revenues for Capital Improvements in an amount equal to the monies expended in excess of 4% of its gross revenues. Such credit may be applied against Lessee's obligation to expend monies for Capital Improvements for the following two Lease Years provided that if said credit is not used prior to the expiration of said two Lease Years, such credit is forfeited.

### 3.03 Additional Hotel Facilities.

(a) The parties shall, commencing January 1, 1991 and at three-year intervals thereafter, review the feasibility of developing additional hotel facilities at the Airport's central core. The Lessor shall have the right to request in writing that the Lessee construct additional hotel facilities not to exceed 2,000 rooms in the central core area of the airport. The Lessee shall design, construct and operate any such additional hotel facilities consistently with the terms of this Lease Agreement.

(b) In the event that the Lessee, upon review of the proposed project, lease terms and financial projections relative thereto, declines within a period of 120 days following the

Lessor's request to agree to construct the said additional central core hotel, the Lessor shall have the right to obtain proposals for the construction of such hotel.

#### 3.04 Architectural Design.

All Capital Improvements (except as to interior decor, Furniture and Furnishings) shall be of outstanding design and shall be in conformity with the general architectural requirements of the Lessor for construction of buildings and structures at O'Hare Airport as approved by the Commissioner of Public Works. Such approval shall be given within sixty (60) days of the date of submission of said plans and specifications and if same is not given within such time, the additional time required shall be deemed "unavoidable delay". All construction shall meet the applicable requirements of building codes and ordinances of the City of Chicago and state and federal laws.

#### 3.05 Approval Of Plans By Other Governmental Authorities.

Lessee agrees, at its sole cost and expense, to erect, build and equip the Capital Improvements in a good and workmanlike manner in accordance with the plans and specifications referred to above. Lessee shall, prior to commencement of construction, procure all necessary and requisite approval of the plans and specifications for the Capital Improvements by any and all federal, state and municipal and other governmental authorities, officers and departments having jurisdiction thereof and obtain any and all requisite building, construction or other licenses, permits or approval regarding such construction.

#### 3.06 Temporary Use Of Adjacent Land During Construction Of Hotel.

During the period of construction of the Capital Improvements to be constructed on the Leased Premises, Lessor shall make available to Lessee, its agents, contractors, and subcontractors, without charge, such vacant adjacent land as the Commissioner of Aviation considers useful and necessary to provide ingress and egress to the Leased Premises during the improvements to said Hotel, temporary parking facilities and temporary storage space for building materials and equipment. During said period of construction, Lessee, its agents, contractors or subcontractors, at their sole cost and expense, may erect and maintain on said temporary area such temporary construction sheds and other temporary facilities as may be required in the course of such construction work and as shall be reasonably approved by the Commissioner of Aviation. Upon completion of the Capital Improvements to the Hotel, Lessee shall remove said temporary



construction facilities and debris, leveling off and leaving the area in a clean and useful condition. In connection with the use of said temporary area, Lessee shall not interfere with normal operations of the Airport or the structures thereon and shall be subject at all times to the orders or regulations of the Commissioner of Aviation regarding such ingress and egress and the regulation thereof. Lessee shall be liable to Lessor for any damage arising out of the use of said temporary area by it or its contractors, subcontractors and agents and Lessee covenants and agrees to indemnify and save the Lessor harmless against all claims of third persons and any judgments and costs obtained against Lessor by reason thereof; provided, however, that if the Lessee shall adequately secure and protect the Lessor therefrom by bond or other means satisfactory to Lessor, Lessee shall have the right to contest by appropriate legal proceedings any such claims of third persons.

### 3.07 Construction Contracts.

Lessee agrees that the Capital Improvements contemplated herein shall cause inconvenience to the public and to the Lessor in the operation of the Airport and other tangible and intangible losses to the public and the Lessor. Consequently, Lessee further agrees that it shall, prior to letting, submit to the Commissioner of Public Works for his approval (which shall not be unreasonably withheld) the proposed construction contract documents and the work schedule attendant therewith.

### 3.08 Mechanics' Liens.

At all times during and after construction, the Leased Premises shall (except as expressly permitted in this Lease) be kept free by the Lessee from any and all mechanics' and other liens, charges and claims for the payment of money or otherwise, real estate and chattel mortgages, conditional bills of sale, security agreements, or of violations of governmental requirements and of any other encumbrances of any and all kind, nature and description growing out of or connected with Capital Improvements to the Hotel; provided, however, that if the Lessee shall adequately secure and protect the Lessor and the Leased Premises therefrom by bond or other means satisfactory to Lessor, Lessee shall have the right to contest by appropriate legal proceedings in connection therewith. Nothing contained in this paragraph 5 shall be applicable to Furniture and Furnishings (as defined in this Lease), and Lessee shall have the right in connection with any purchase of Furniture and Furnishings to execute chattel mortgages, conditional contracts or bills of sale or security agreements of any nature pertaining to said Furniture and Furnishings, provided the same shall impose no liability on the Lessor and shall not constitute a lien or encumbrance of any kind upon the Leased Premises.

### 3.09 Lessee's Financing And Rights Of Leasehold Mortgage.

(a) The Lessee shall have the right to mortgage this Lease to a bank, pension fund, trust or insurance company, college or university, organized and existing under the laws of the United States or, subject to prior approval of Lessor, to mortgage this Lease to any other lender. No Leasehold Mortgage shall be binding upon Lessor in the enforcement of its rights and remedies herein and by law provided, unless and until an executed counterpart or photostatic copy thereof shall have been delivered to the Lessor, notwithstanding any other form of notice, actual or constructive.

(b) If a Leasehold Mortgagee shall have given to Lessor, before any default shall have occurred under this Lease, a written notice specifying the name and address of such mortgagee, Lessor shall give to such Leasehold Mortgagee a copy of each notice of default by Lessee at the same time as and whenever such notice of default shall thereafter be given by Lessor to Lessee addressed to such Leasehold Mortgagee at the address last furnished to Lessor. Lessor will accept performance by any such Leasehold Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee, if, at the time of such performance, Lessor shall be furnished with evidence reasonably satisfactory to Lessor of the interest in the Lease claimed by the institution tendering such performance.

(c) In case of the termination of this Lease by reason of the happening of any event of default, Lessor shall give notice thereof to any Leasehold Mortgagee who shall have notified Lessor of its name and address, which notice shall be addressed to such Leasehold Mortgagee at the address last furnished to Lessor. If, within twenty days after the mailing of such notice, such Leasehold Mortgagee shall pay, or arrange to the reasonable satisfaction of Lessor for the payment of all rents and any and all other moneys due and payable by Lessee hereunder, as of the date of such termination, together with an amount of money equal to the amount which but for such termination would have become due and payable under this Lease, from such termination date up to and including the date of mailing of such notice, Lessor shall, upon the written request of such Leasehold Mortgagee made any time within sixty days thereafter and accompanied by an assumption agreement executed in recordable form, permit the substitution of such Leasehold Mortgagee or its designee as Lessee hereunder for the remainder of the term of this Lease, at the same minimum rent and percentage rent and upon the covenants, conditions, limitations and agreements herein contained, provided that such Leasehold Mortgagee shall have paid to Lessor all rent, additional rent and other charges due under this Lease up to and including the date of the commencement of the term of such new lease, together with all expenses, including attorney's fees, incidental to the execution and delivery of such new lease, but nothing herein contained shall be deemed to impose any obligation on the part of the Lessor to deliver physical possession of the Leased Premises to such Leasehold Mortgagee, nor to release the Lessee hereunder from any liability or obligation to Lessor.

(d) (i) The Lessee shall not cancel, surrender or modify this Lease without the prior written consent of the Leasehold Mortgagee;

(ii) The Leasehold Mortgagee shall not be obligated to cure non-curable lease defaults. For purposes of this Section 3.09(d), "non-curable lease default" shall mean the following default by Lessee:

(a) Those defaults by Lessee which are related to involuntary petitions filed against Lessee under bankruptcy or similar laws, assignments for the benefit of creditors, voluntary petitions under bankruptcy or similar laws, judgments against Lessee and other events of default under this Lease which are not reasonably susceptible to cure by Leasehold Mortgage; or

(b) Those defaults under this Lease which by their nature may be cured by a Leasehold Mortgage but that the cure thereof cannot be affected by the Leasehold Mortgage until it has obtained possession of the Leased Premises.

### 3.10 Title To Property.

Title to the existing Leased Premises is vested in Lessor. Any and all Capital Improvements made to the Leased Premises during the life of this Lease shall vest in and become the property of the Lessor, as part of the real estate and the Leased Premises, without any compensation therefor. It is expressly understood and agreed, however, that the foregoing shall not be applicable to Furniture and Furnishings and the Furniture or Furnishings shall be and at all times remain the property of Lessee.

## *Article IV.*

### *Use And Operation Of Leased Premises.*

#### 4.01 Telephones At The Airport.

Lessee shall have the right to maintain direct telephones and advertisements in the area or areas of the Airport set aside for direct telephones to hotels and motels on the same basis as said services are furnished other hotels and motels using said services.

#### 4.02 Utilities.

(a) Water, Drainage and Sewage for Hotel. Lessor, at its sole cost and expense, shall extend utility lines to the basement of the Hotel, and Lessee, at its expense, shall make all connections with said utility facilities and shall make extensions of said utility facilities within the Leased Premises and shall cause to be installed meters for the purpose of measuring the quantities of all such water, energy in the form of high temperature water and chilled water used by the Lessee at the Hotel.

(b) Other Utility Services. Lessee, at no expense to Lessor, shall also have the right to request and receive, at its own expense, telephone and communications services, industrial gas service, electric power service and any other utility services from utility companies

servicing O'Hare Airport, whether the companies furnish such services through their own conduits or pipes or through conduits and pipes owned by the Lessor. The telephone, communications, industrial gas, electric power and any other utility connections shall be at points and over routes approved by the Commissioner of Public Works, as being the most practical place and route available.

(c) Utility Charges. Lessee shall pay for all water and energy in the form of high temperature water and energy in the form of chilled water used at the Hotel on a metered basis at rates no higher than those charged to other comparable users at O'Hare Airport.

(d) Lessee shall have the right, at no expense to Lessor, to make connections at points and over routes approved by the Commissioner of Public Works as being the most practical place and route available to sanitary and storm sewer lines serving the Airport proper.

(e) The use of Lessor's storm drainage system shall be furnished to the Lessee without charge. The use of the Lessor's sanitary sewer system for the Hotel shall also be furnished to the Lessee without charge; provided, however, that if during the term of this Lease the Lessor shall establish fees or charges for the use of said sanitary sewer system, Lessee shall pay for such utility service at rates or charges no higher than those charged to other users at O'Hare Airport.

(f) All bills for utility services furnished to Lessee by Lessor shall be paid promptly by Lessee.

(g) The obligation of Lessor to furnish any of the aforesaid utility services shall be excused during any period when Lessor shall be prevented from furnishing such service by strikes, fires, labor troubles, accidents, inability to procure fuel or other cause beyond the reasonable control of Lessor and while Lessor shall in good faith be in the process of making necessary repairs to apparatus or equipment necessary for the furnishing of such service. Lessor shall not be liable to Lessee in damages or for abatement of rental (except as expressly provided in Article VIII hereof) on account of the failure to supply any such service so long as Lessor shall promptly and in good faith commence and proceed with the restoration of such service.

#### 4.03 Ingress And Egress.

(a) Lessor hereby grants to Lessee the right of access and ingress to and egress from the Leased Premises by Lessee and its employees, contractors, suppliers, servicemen, sub-lessees, guests, patrons and invitees, provided that such rights of access, ingress and egress are at all times exercised in conformance with any and all regulations promulgated by the Commissioner of Aviation, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public and applicable to all users of said Airport. Lessor, at its sole cost and expense, shall construct and maintain completed roadways, sidewalks and other common use areas in the vicinity of the Leased Premises so as to provide said ingress to and egress from the Leased Premises.

(b) Lessor, at its sole cost and expense, has constructed a pedestrian tunnel between the existing terminal buildings and the parking facility, which abuts the Leased Premises; and Lessor hereby grants to Lessee the right of access and the right to connect corridors and/or entrances to said tunnel. Connections (at least one (1)) are to be provided at Lessor's expense, to the Property Line of the Leased Premises. Lessor reserves unto itself the right to run not more than two (2) such tunnel(s) below or through the substructure of the Leased Premises, provided notice thereof is given prior to completion of construction plans and specifications.

(c) Courtesy Cars. Lessee shall have the right, on the same basis as other hotels, at all times during the term of this Lease, to operate a courtesy car service between the Hotel and all of the terminal facilities at O'Hare Airport, for the parking of courtesy cars for the purpose of loading and unloading baggage and picking up and delivering passengers to and from the Hotel.

#### 4.04 Advertising Signs.

Lessee shall not, without prior written approval of the Commissioner of Aviation (which approval shall not be unreasonably withheld), construct, maintain, operate and use, advertising signs with respect to the Hotel or directional signs within the perimeter of the Airport. Lessee agrees, however, if such signs are so approved, to assume all risk of damage and to indemnify and save the Lessor harmless from any and all loss, cost, damage, liability or expense arising or resulting from the existence, construction, maintenance, operation or removal of any such sign or signs.

#### 4.05 Information Booths.

Lessor hereby grants to Lessee the right to conduct hotel, inn and motel information and reservation service booths at O'Hare Airport at locations and rental rates on the same basis as other hotels.

#### 4.06 Use And Operation.

(a) Lessee covenants to use the Hotel solely for the operations of a first-class commercial type hotel and for all activities in connection therewith as may be reasonably approved by the Commissioner of Aviation in writing which are customary and usual to such operations, and to operate and provide in the Hotel facilities and services comparable to those provided in first-class commercial type hotels in Chicago, Illinois. It is recognized, however, that the facilities and services offered at the Hotel will be limited by the nature of the facilities and the limitations on food and beverage facilities and services at the Hotel provided in Article III, but in any event such services shall be rendered in a first-class manner.

(b) Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease and to increase same and not to divert or cause, or allow to be diverted any business from O'Hare Airport.

(c) It is understood that Lessee shall have within the terms and provisions of this Lease, absolute control and discretion in the operation of the Hotel. Without limiting the generality of the foregoing, such control of and discretion by Lessee shall include and extend to, among others, the use of the Hotel for all customary purposes (subject to the limitations on food and beverage facilities and services at the Hotel provided in paragraph 1 of Article III), the charges to be made for and the terms of admittance to the Hotel for rooms, commercial space, privileges, entertainment and amusement, and food and beverages, the labor policies of the Hotel (including wage rates, and the hire and discharge of employees), and all phases of promotions and publicity; provided, however, that such charges and the quality of service at the Hotel shall be commensurate with the charges and the quality of service at other first-class commercial type hotels in the City of Chicago.

(d) Lessee, with the consent of the Lessor (which consent shall not be unreasonably withheld) shall have the right to sublease or make contracts or other arrangements for specialty restaurants (subject to the limitations on food and beverage facilities and services at the Hotel provided in paragraph 1 of Article III) and in respect of commercial space and services customarily subject to sublease or concession in comparable first-class hotels.

#### 4.07 Airport Rules And Regulations.

Lessee shall observe and obey all rules and regulations governing the conduct and operation of O'Hare Airport, promulgated from time to time by the Lessor, which are reasonably required for the prudent, efficient and safe operation of O'Hare Airport or by the rules and regulations prescribed from time to time by any federal or state agency having jurisdiction with respect thereto or by the procedures prescribed from time to time by the Federal Aviation Administration or any other governmental authority having jurisdiction over operations at O'Hare Airport.

#### 4.08 Operation Of Hotel.

The Lessee shall operate and manage the Hotel. The Lessee shall not assign, transfer, or subcontract to any other person the management or operation of the Hotel in whole or in part without the prior written consent of the Lessor. The Lessor shall not consent to such transfer, assignment or subcontract unless the Lessee can demonstrate that the proposed operator will satisfy the standards of Section 14.04 hereof. At the Effective Date hereof, the Lessor approves the operation and management of the Hotel by Hilton Hotels Corp.

#### 4.09 Compliance With F.A.A. Requirements.

Notwithstanding any other provision hereof, the Lessee, the Hotel, any construction, and all operations conducted at the Hotel shall at all times be conducted or operated in compliance with all applicable statutes, laws and ordinances, and in particular with the statutes, regulations and rules of the Federal Aviation Administration or any other governmental airport regulatory authority.

*Article V.*

*Repairs, Additions And Alterations Compliance  
With Ordinances.*

5.01 Maintenance By The Lessor.

During the term of this Lease, Lessor at its sole cost and expense shall keep and maintain or cause to be kept and maintained in good repair and condition that portion of the domestic water, chilled water, and high temperature water equipment, pipes and conduits, the utility lines, the storm sewers and sanitary sewers, the water mains and the roadways, sidewalks and other use areas outside the Leased Premises. The obligation of Lessor, however, to keep said facilities in good repair and condition shall be excused during any period when Lessor shall be prevented from repairing and maintaining the same by strikes, labor troubles, inability to procure materials, apparatus or equipment or other causes beyond the reasonable control of the Lessor and while Lessor shall in good faith be in the process of repairing and maintaining the same.

5.02 Maintenance By The Lessee.

During the term of this Lease, Lessee, at its sole cost and expense, shall keep and maintain (i) the Leased Premises, including that portion of the facilities described in subparagraph 1(a) of this Article servicing the Hotel which are located on the Leased Premises and the meters therefor, and (ii) the Furniture and Furnishings, in good repair and condition, damage by fire, collision by aircraft, Act of God or other cause beyond the reasonable control of the Lessee excepted.

5.03 Alterations.

The Lessee shall have the right to make such alterations to the Leased Premises as Lessee shall elect, provided that Lessee shall not make structural alterations without the prior written consent of the Commissioner of Public Works, which consent shall not be unreasonably withheld, and provided further, that all alterations to the Leased Premises as Lessee shall elect to make shall be in conformity with the general architectural criteria

by the Lessor for the said Airport and shall be in keeping with the design criteria of the buildings in which such alterations may be made.

#### 5.04 Compliance With Ordinances.

Lessee covenants throughout the Term of the Lease to promptly comply with all laws and ordinances, and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof having jurisdiction in the premises, respecting the use or manner of use of the Leased Premises and the construction, maintenance and operation of any and all buildings, structures and other improvements on the Leased Premises permitted by this Lease; provided, however, that if the Lessee shall adequately secure and protect the Lessor from loss, cost, damage or expense by bond or other means satisfactory to Lessor, the Lessee shall have the right to contest by appropriate legal proceedings, the validity of any such law, ordinance, order, rule, regulation or requirement provided such contest shall be conducted without cost to the Lessor or result in the suspension of Lessee's operation of the Hotel and provided further that such contest shall not adversely affect the general operations, maintenance, construction or financing of O'Hare Airport or the obtaining of federal, state, municipal or other funds therefor. Subject to the foregoing, the Lessee may postpone compliance with any such law, ordinance, order, rule, regulation or requirement, to the extent and in the manner provided by law, until final determination of any such proceedings and to the extent that such final determination shall be adverse to the contentions of the Lessee, it will promptly comply therewith. Lessee shall prosecute all such proceedings with all due diligence and dispatch.

#### *Article VI.*

#### *Insurance And Indemnification.*

#### 6.01 Insurance.

(a) **During Period of Construction.** During the period of any construction of Capital Improvements or additional Capital Improvements, and until the date of substantial completion of Capital Improvements to the Hotel, Lessee agrees to keep and maintain or cause to be kept and maintained the following insurance:

- (1) Comprehensive public liability and property damage insurance, naming the Lessor and the Lessee, its contractors and subcontractors, as assureds, against claims for personal injury or death or property damages suffered by other occurring during the period of construction or arising out of or in connection therewith or in connection with the use and occupancy of the Leased Premises, with minimum liability limits as specified in subparagraph 1(b) (4) of this Article.



- (2) Insurance on the buildings, structures and other permanent improvements in the course of construction, including all materials and equipment therefor, incorporated in or on the Leased Premises (exclusive of excavations, foundations and footings) against loss or damage by fire and lighting and the hazards included in a standard extended coverage endorsement to a fire insurance policy and vandalism and malicious mischief, such insurance to be written under a Builder's Risk Completed Value Form, naming the Lessor and the Lessee and its contractors as assureds.
- (3) Insurance, by endorsement to the comprehensive public liability policy or policies provided for in subparagraph 1(a) (1) above, against liability under the provisions of the so-called "Scaffolding Act of Illinois", with the same minimum liability limits as specified in said subparagraph 1(a) (1).

To the extent not included in the insurance coverages provided for in subparagraphs 1(b) (1) and 1(b) (4) of this Article, the foregoing provisions of this subparagraph 1(a) shall apply to all alterations and other construction work undertaken by or on behalf of the Lessee subsequent to the original construction of the Hotel provided for in Article III of this Lease.

(b) Lessee agrees to keep and maintain the following insurance:

- (1) Insurance on the buildings, structures and other permanent improvements on the Leased Premises (exclusive of excavations, foundations and footings), together with the Furniture and Furnishings, against loss or damage by fire and lightning, with coverage extended so as to include, by means of an extended coverage endorsement to a fire insurance policy loss or damage arising out of windstorm, hail, explosion (except boiler, riot, riot attending a strike, civil commotion, damage for aircraft and vehicles and smoke damage), all in amounts sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in amounts not less than 80% of the then actual cash value thereof. The term "actual cash value" means the actual replacement value excluding, for the purposes of this subparagraph and subparagraph (2) below, architects' fees when the original plans and specifications (or copies thereof) from which the buildings, structures and other permanent improvements were built are available for reconstruction, excepting the portion thereof to cover cost of supervision during construction, and excluding for the purposes of this subparagraph (i) the value of excavations, grading and filling, (ii) underground piping (excepting underground electrical conduit and wiring therein which shall not be excluded), underground tanks, drains and wells, (iii) those portions of concrete or masonry foundations, settings and footings below the lowest basement floor, or where the basement floor is a part of such foundations, settings and footings, (iv) concrete masonry and earthen retaining walls when outside of and not forming a part of the building or buildings, (v) swimming pool and related equipment, and (vi) roadway and

parking area paving -- less physical depreciation; and, if the Comptroller of the Lessor and the Lessee shall at any time be unable to agree thereon, said "actual cash value" shall be determined by one or more of the insurers or by an architect, contractor, appraiser or appraisal company selected by the Lessee and acceptable to the Comptroller of the Lessor;

- (2) Insurance on the buildings, structures and other permanent improvements on the Leased Premises (exclusive of excavations, foundations and footings), together with the Furniture and Furnishings, against loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in the Hotel, without co-insurance clauses so long as available, in an amount not less than \$500,000.00 with respect to any one accident;
- (3) Insurance against loss or damage from leakage from any sprinkler systems installed in the Hotel, without co-insurance clauses so long as available, in an amount not less than \$200,000.00 with respect to any one accident;
- (4) Comprehensive public liability, property damage and innkeepers liability insurance, naming both the Lessor and Lessee as assureds, against claims for personal injury or death or property damages suffered by others occurring upon, in or about the Leased Premises, or any elevator, escalator or hoist therein, or upon, in or about the adjoining streets and passageways thereof, such public liability insurance to afford protection to the limit of not less than \$300,000.00 in respect of bodily injury or death to any one person, and not less than \$1,000,000.00 in respect of bodily injury or death to any number of persons in any one accident or occurrence, and such property damage insurance to afford protection to the limit of not less than \$300,000.00 in respect of any one accident or occurrence;
- (5) Standards products liability insurance with minimum liability limits as specified in subparagraph 1(b) (4) above;
- (6) Insurance under standard form policies, naming both the Lessor and Lessee as assureds, against claims, damages and liabilities arising under the Illinois Liquor Control Law and the so-called Illinois Dramshop Act or under any future law, statute or ordinance of the State of Illinois or other governmental authority having jurisdiction in the premises, by reason of the storage, sale, use or giving away of alcoholic beverages on or from the Leased Premises, with limits or liability of not less than the following:
  - (i) bodily injury (fatal or non-fatal) -- to any one person, not less than \$200,000.00 and to more than one person arising out of any one accident, not less than \$500,000.00;
  - (ii) injury to means of support of any one person -- not less than \$200,000.00; and
  - (iii) injury to property of any person -- not less than \$100,000.00.

- (7) Workmen's compensation and other similar insurance, with statutory limits as required under the laws of the State of Illinois;
- (8) Employers liability insurance with a minimum limit of \$100,000.00;
- (9) Fidelity and honesty insurance in such reasonable amount as Lessee shall deem advisable;
- (10) Use and occupancy insurance against loss or damage by fire and lightning and all or any of the hazards included in an extended coverage endorsed to a fire insurance policy, in an amount not less than 80% of 12 months net insurable business interruption values; and
- (11) Insurance against such other operating risks against which it now or hereafter may be customary to insure in the operation of similar properties.

(c) General Insurance Requirements. All insurance provided for in subparagraphs 1(a) and 1(b) of this Article shall be effected under valid and enforceable policies issued by insurance companies of sound and adequate financial responsibility qualified to do business in the State of Illinois and approved by the Comptroller of the Lessor.

All policies of insurance of the character described in subparagraphs 1(b) (1); and 1(b) (2) and 1(b) (3) of this Article shall be carried in the name of the Lessor and Lessee, if any, but shall expressly provide that any losses thereunder shall be adjusted with the insurance company or companies by the Lessee. All insurance proceeds recovered under such policies or insurance (excluding any insurance proceeds recovered on account of damage or destruction of Furniture and Furnishings) shall be applied and disbursed in accordance with the provisions of Article VIII.

Insurance of the character described in paragraphs 1(a) and 1(b) of this Article may be effected by policies of blanket insurance which may cover other properties or locations of the Lessee and its affiliated companies, which policies shall be without co-insurance so long as available, and may be without allocation of the amount of the total insurance provided thereby to any particular property or location. It is further understood and agreed that the policies of insurance provided for in paragraphs 1(a) and 1(b) of this Article may contain franchise payment or deductible provisions as follows:

\$250.00 deductible for innkeepers' claims under comprehensive public liability insurance.

\$10,000.00 franchise or deductible under insurance of the character described in subparagraphs 1(a) (2) and 1(b) (1) of this Article.

\$25,000.00 deductible under insurance of the character described in subparagraph 1(b) (2) of this Article.

\$5,000.00 deductible under the fidelity and honesty insurance provided in subparagraph 1(b) (9) of this Article.

\$10,000.00 franchise or deductible under the use and occupancy insurance provided for in subparagraph 1(b) (10) of this Article.

\$250.00 deductible on goods in transit and \$2,500.00 deductible on goods stored off the premises under inland marine floater insurance.

At least ten (10) days prior to the time any of the insurance specified in this Article is required to be in effect, and thereafter not less than ten (10) days prior to the expiration or cancellation dates of the insurance policies about to expire or to be cancelled, certificates of insurance therefor, bearing a notation that the insurance policy evidence thereby shall not be cancelled without at least thirty (30) days prior written notice to the Comptroller of the Lessor, shall be delivered by the Lessee to the Comptroller of the Lessor.

Notwithstanding the minimum limits specified in this Article VI, if insurance of the character described in subparagraph 1(b)(4), 1(b)(5) or 1(b)(6) of this Article actually maintained by the Lessee shall have higher limits, Lessor shall be named as an assured under such insurance.

#### 6.02 Terms Of Indemnity.

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the Lessor, its officers, agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from or caused by any act or omission to act of, or use or occupancy of the Leased Premises by the Lessee, its sublessee, licensees, invitees, or any other person authorized by Lessee to use the Leased Premises or any portion thereof or as a result of any of their or the Lessee's operations or other activities at the Airport regardless of whether the same are on or off the Leased Premises, to the extent that any such claim, damage, loss or expense shall not be caused by the negligence or fault of the Lessor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause. The Lessee shall pay the costs thereof, except that the Lessor shall have the right, if it so elects, to participate actively in the defense of any such claim and to intervene in any lawsuit filed in connection therewith or take such other legal action as it shall deem desirable in its sole discretion. In all events the Lessee shall in a timely manner provide the Lessor with copies of all pleadings and other documents filed in connection with each claim. The Lessee shall have the right to settle any such claim with the consent and approval of the Lessor, provided the Lessee shall have no right to obligate the Lessor in any manner in connection with any such settlement without the express written consent of the Lessor. In no event shall the Lessee permit any default judgment to be taken against the Lessor in connection with any claim of which the Lessee has notice.

### 6.03 Notification.

The Lessee shall promptly notify the Lessor of any claims, suits or liens which have been filed or asserted and of which the Lessee has knowledge.

### 6.04 Insurance Not A Limitation Of Liability.

In no event shall the insurance provisions and requirements as set forth in Article VI of this Lease Agreement be construed to limit the Lessee's liability under this Lease Agreement or at law.

## *Article VII.*

### *Taxes And Assessments.*

#### 7.01 Taxes And Assessments.

(a) Lessee shall pay any and all taxes or special assessment, including all real estate, leasehold, occupation, service, sales, occupancy and personal property taxes and special assessments, if any, which may be assessed and payable upon Lessee's interest in or operation of the Leased Premises during the term of this Lease Agreement.

(b) The Lessee may pay taxes under protest and may protest, contest, or appeal any such tax that it is required to pay, provided that it shall pay all such taxes when due, except when otherwise permitted by law. The Lessor shall cooperate with the Lessee and shall at the request and at the cost of the Lessee join in any such proceeding.

## *Article VIII.*

### *Damage Or Destruction.*

#### 8.01 Restoration.

If at any time during the term of this Lease the Hotel or any other buildings, structures or other permanent improvements on the Leased Premises shall be damaged or destroyed in whole or in any part by fire or by any other peril or perils against which insurance may be afforded under the term of the form of extended coverage endorsed then generally issued by insurance companies qualified to do business in the State of Illinois and if any insurance proceeds are payable by reason thereof, Lessee shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property (in accordance with the original design, subject to such modifications thereof as may be approved by the Commissioner of Public Works, whose approval shall not be unreasonably withheld) to be prepared by a firm of architects selected by the Lessee and approved by the Commissioner of Public Works (which approval shall not be unreasonably withheld). The plans and specifications for such work (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Lessee of the proceeds of insurance recovered on account of such damage or destruction, Lessee shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace, or rebuild, in accordance with the approved plans and specifications, the buildings, structures or other improvements so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modifications as may be approved by the Commissioner of Public Works, which approval shall not be unreasonably withheld.

#### 8.02 Use Of Insurance Proceeds.

All insurance proceeds recovered under such policies of insurance (excluding any insurance proceeds recovered on account of damage or destruction of Furniture and Furnishings) shall be applied and disbursed as follows:

First: To pay or reimburse the Lessee for all expenses incurred in connection with the adjustment or collection of such loss.

Second: To pay or reimburse the Lessee for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.

Third: To pay or reimburse the Lessee for the costs and expenses of such work as the same progresses to that the Leased Premises shall at all times be free from liens for any labor, services or materials performed, furnished or delivered in connection with such work.

Fourth: Of the balance, if any, of the insurance proceeds remaining after payment in full of all of the above-described prior charges, Lessee shall pay to the Lessor such proportion thereof as the number of full Lease Years immediately preceding the Lease

Year in which such damage or destruction shall occur bears to thirty (30) years, and the balance of any such remaining proceeds shall be retained by the Lessee.

#### 8.03 Abatement Of Rent.

If at any time during the term of this Lease the Leased Premises are damaged or destroyed in whole or in part by fire, collision by aircraft, Act of God or any other cause beyond the reasonable control of the Lessee, the Lessee shall be entitled to a reasonable abatement of rental payments provided herein for such period of time from and after the date of such damage or destruction as may be reasonably required for the repairing, restoring or rebuilding of the buildings, structures and other improvements on the Leased Premises or, in the event of termination of this Lease under paragraph 4 of this Article or under paragraph 2 of Article XI for a period from and after the date of such damage or destruction, to and including the effective date of termination of this Lease.

#### 8.04 Right To Terminate Lease.

If at any time during the last five (5) years of the term of this Lease the Leased Premises shall be substantially damaged or destroyed in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty percent (50%) or more of the then actual replacement value thereof, excluding the same items which are expressly excluded under subparagraph 1(b)(1) of Article VI in determining the "actual cash value" of the Leased Premises, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Lessee's reasonable opinion, to use the remaining portion for hotel operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft, Act of God or other cause beyond the reasonable control of the Lessee, and whether or not insured in whole or in part against any such cause, the Lessee may, at its option, terminate this Lease, within sixty (60) days after the extent of such damage or destruction has been determined by serving upon the Lessor at any time within said sixty-day period a ten (10) day written notice of the Lessee's election to so terminate, without any liability of the Lessee to the Lessor, except for the payment of rent, if any, accrued to the date of such termination (subject to abatement thereof as provided in paragraph 3 of this Article) and full performance, at Lessee's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the Leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph or under Article XI hereof, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies of the character described in subparagraphs 1(b)(1), 1(b)(2), and 1(b)(3) of Article VI (excluding any insurance proceeds recovered on account of damage or destruction of Furniture and Furnishings and after deducting all expenses incurred by Lessee in connection with the adjustment or collection of such loss) shall be paid to the Lessor and retained by the Lessee, as the case may be, in the proportions provided in subparagraph four of paragraph 2 of this Article.

*Article IX.**Condemnation.*

## 9.01 Condemnation.

In the event the Leased Premises or any part thereof shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority for any public or quasi-public use or purpose (hereinafter referred to as "condemnation proceedings"), Lessor and Lessee shall each have the right, as against any condemnor, to recover to the extent of their respective interests hereunder, damages or compensation for the taking of or damage or injury to the Leased Premises, or any part thereof; and Lessee in cooperation with Lessor, shall have the right to participate in any condemnation proceedings and be represented by counsel for the purpose of protecting their respective interests hereunder. Anything to the contrary notwithstanding, in the event the condemning authority is the Lessor or any agency thereof, the entire condemnation award, if any, shall be payable in full to the Lessee.

*Article X.**Defaults And Remedies.*

## 10.01 Events Of Default.

If at any time or from time to time during the term of this Lease, any of the following events (herein called "Events of Default") shall occur and not be remedied within the periods of time hereinafter specified, namely:

(a) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Lessee of all or a substantial part of its assets, or (ii) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (v) file an answer admitting the material allegations of a petition filed against the Lessee in any bankruptcy, reorganization or insolvency proceedings, or (vi) an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor, adjudicating the Lessee a bankrupt or insolvent or approving a petition seeking reorganization of the Lessee or appointing a receiver, trustee, or liquidator of the Lessee of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days; or



(b) Lessee shall default in the payment of any installment of Rent and such default shall continue for a period of thirty (30) days after the same is due and payable; or

(c) Lessee shall, for any reason other than Unavoidable Delays, cease to conduct business operations at the Leased Premises, and any of the said defaults shall continue for a period of thirty (30) days or more except during periods of renovation; or

(d) Lessee shall fail to perform, keep or fulfill any of the other covenants, obligations or conditions of this Lease to be performed, kept or fulfilled by the Lessee and any such default shall continue for a period of sixty (60) days after notice thereof by Lessor to Lessee specifying the general nature of such default; then, in the case of any such Event of Default and upon expiration of the applicable periods of grace above mentioned, the Lessor may give to the Lessee a notice of intention to terminate this Lease after the expiration of five (5) days from the date of giving of such notice (herein called the "5-day notice") and on the date set forth in said notice the term of this Lease, and all right, title and interest of the Lessee hereunder, shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term of this Lease, and Lessee will thereupon quit and surrender the Leased Premises to the Lessor, but Lessee shall remain liable as hereinafter provided. If, upon receipt of such 5-day notice, Lessee shall proceed promptly and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence within such 5-day period, the time for Lessee to cure the same shall be extended for such period as may be necessary to cure the same with all due diligence, then such notice shall be of no force and effect and the rights of the parties shall be the same as existed prior to the giving of said 5-day notice.

#### 10.02 Lessor's Right Of Entry Upon Default.

(a) In the case of the happening of an Event of Default which is not cured within the time specified in paragraph 1 of this Article, and upon expiration of the 5-day notice, the Lessor or the Lessor's agents and servants may immediately or at any time thereafter re-enter the Leased Premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy the Leased Premises together with all additions, alterations and improvements.

(b) Upon the expiration of the term of this Lease by reason of the happening of any Event of Default which is not cured within the time specified in paragraph 1 of this Article or in the event of the termination of this Lease by summary dispossession proceedings or under any similar provision of law now or at any time hereafter in force by reason of or based upon or arising out of a default under this Lease on the part of the Lessee, the Lessor may, at its option, at any time and from time to time, relet the Leased Premises, or any part or parts thereof, for the account of the Lessee or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as the Lessor may have incurred in recovering possession of the Leased Premises, including legal expenses and

attorneys' fees, and for putting the same in good condition for re-rental and all other expenses, commissions and charges paid, assumed or incurred by the Lessor in or about reletting the Leased Premises and then to the fulfillment of the covenants of the Lessee hereunder. Any such reletting herein provided for may be for the then remaining Term of this Lease, or for a longer or shorter period.

(c) In any such case and whether or not the Leased Premises, or any part thereof, be relet, except in a case in which the Lessor has terminated this Lease in accordance with the provisions of paragraph 1 of this Article X, the Lessee covenants and agrees if required by the Lessor, to pay to the Lessor until the end of the Term of this Lease, the excess, if any, of the annual Rent over the net avails of reletting or annual rental value of the Leased Premises, whichever is greater, and the same shall be due and payable by the Lessee to the Lessor within sixty days after the end of each Lease Year, that is to say, within sixty days after the end of each Lease Year the Lessee shall pay to the Lessor the amount of the deficiency then existing, but in lieu thereof, the Lessor shall have the election in the place and instead of holding the Lessee so liable, forthwith to recover against the Lessee as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination of this Lease or of such recovery of possession of the Leased Premises by the Lessor, as the case may be, represents the then present worth, discounted at the rate of 6% per annum, of the excess, if any, of the aggregate of the Basic Rent that would have accrued for the balance of the term of this Lease over the aggregate rental value of the Leased Premises for the balance of the term of the Lease.

#### 10.03 No Waiver Of Subsequent Breaches Or Defaults.

No waiver of default by either party hereto of any of the terms, covenants or conditions herein to be performed, kept and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the same or any other of the terms, covenants or conditions herein contained to be performed, kept and observed by either party hereto.

### *Article XI.*

#### *Rights And Remedies Of Lessee.*

#### 11.01 Termination By Lessee.

Lessee may cancel this Lease and terminate its obligations hereunder, without any liability to the Lessor except for Rent, if any, accrued to such date of termination (subject to abatement as provided in Article VIII to the extent applicable) at any time subsequent to the date hereof, upon or after the happening of any one of the following events:

(a) Inability of Lessee to conduct upon the Leased Premises normal hotel operations because of any order, rule or regulation of any appropriate governmental agency having jurisdiction over the operation of O'Hare Airport required to be maintained or provided by the Lessor or upon abandonment or substantial curtailment for any reason in airline passenger operations conducted at O'Hare Airport and such inability or such abandonment or substantial curtailment shall have continued for a longer period than ninety (90) days.

(b) The breach by the Lessor of, or its failure to perform, any other covenants herein contained for a period longer than ninety (90) days after receipt of written notice from the Lessee of the existence of such breach, failure or default.

Lessee shall exercise such right of termination by written notice delivered to the Lessor at any time after elapse of the applicable periods of time above specified.

The exercise of any of the remedies herein provided shall be cumulative and shall in no way affect any other remedy available to Lessee.

#### *Article XII.*

##### *Right Of First Refusal To Re-Lease.*

###### 12.01 Right Of First Refusal.

(a) If at the end of the Lease term, Lessor wishes to re-lease the Leased Premises to a private party for the purposes set out in this Lease, Lessee shall have the right of first refusal to re-lease the Leased Premises, upon the condition that Lessee shall have performed, in every way and in good faith, each and all of the terms, covenants and conditions of this Lease throughout the Lease term.

(b) Lessor shall notify Lessee of its intent to re-lease the Leased Premises at some time during the six (6) months prior to expiration of the Lease term and shall at that time propose the terms and conditions upon which the Leased Premises are to be re-leased.

(c) Lessee shall have thirty (30) days after such notice in which to accept or reject the offer to re-lease the Leased Premises upon the terms and conditions proposed by Lessor. If the offer is not accepted within said thirty (30) day period, Lessor may lease the property to others upon the same terms and conditions as those offered to Lessee. Lessor agrees, however, that for one hundred eighty (180) days after the end of the Lease term, it will not offer different terms and conditions to other private parties without first offering Lessee the opportunity to lease the Leased Premises upon such other terms and conditions.

(d) In any event, Lessee's right of first refusal shall terminate, absolutely, one hundred eighty (180) days after the end of the term of this Lease.

*Article XIII.*

*Covenant Of Quiet Enjoyment.*

13.01 Covenant Of Quiet Enjoyment.

Lessor agrees that Lessee, upon payment of the rent, and all other payments and charges to be paid by Lessee under the terms of this Lease, and observing and keeping the agreements and covenants of this Lease on the part of the Lessee to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease, without hindrance or molestation from the Lessor, but Lessor's agreement is subject, however, to Lessee holding and enjoying the Leased Premises under the conditions which may be reasonably anticipated in connection with the operation of aircraft or an airport.

*Article XIV.*

*Miscellaneous Provisions.*

14.01 Inspection By Lessor.

Lessor may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with verification of the performance of Lessee's obligations hereunder, but subject to the provisions with respect thereto otherwise contained herein.

14.02 Sale Of Furniture And Furnishings At End Of Term.

(a) Upon the expiration or sooner termination of the term of this Lease, Lessee shall have the right to remove all Furniture and Furnishings then owned by it. In the event Lessee elects not to remove any such Furniture and Furnishings, Lessor shall have the right and option to purchase the Furniture and Furnishings then owned by the Lessee at a price in cash equal to Lessee's then book value (i.e., original cost less accumulated depreciation) of said Furniture and Furnishings, and such option shall be exercised, if at all, at least thirty (30) days prior to the expiration or earlier termination of the term of this Lease by payment to the Lessee of the aforesaid price in cash. If such option shall be exercised, Lessee shall deliver to the purchaser of such Furniture and Furnishings at the time of such exercise a bill of sale in the usual and customary form, with full title warranties, covering all of said Furniture and Furnishings, and said Furniture and

Furnishings shall be surrendered and delivered to the purchaser thereof upon the expiration or earlier termination of the term of this Lease.

(b) If the Lessee shall not elect to remove such Furniture and Furnishings, and if the Lessor shall not elect to purchase same as aforesaid, or if the Lessor shall notify the Lessee of its intention not to purchase same, the Lessee, at its option, upon written notice to the Lessor given no later than sixty (60) days after the expiration or earlier termination of this Lease, shall have the right to require any successor lessee of the Leased Premises to purchase the Furniture and Furnishings then owned by the Lessee at a price in cash equal to Lessee's then book value (i.e., original cost less accumulated depreciation) of said Furniture and Furnishings; and in the event Lessee shall so elect to sell same to such successor lessee at said price, Lessor covenants and agrees that as a condition for entering into a new lease with any successor lessee it shall require such successor lessee to pay to Lessee such purchase price based upon the book value as aforesaid, in cash at the time of execution of such new lease. Upon receipt of such amount, Lessee shall deliver to such successor lessee a bill of sale, in the usual and customary form, with full title warranties, covering said Furniture and Furnishings, and same shall thereupon be surrendered and delivered to such successor lessee.

#### 14.03 Surrender Of Possession.

Upon the expiration or earlier termination of this Lease pursuant and subject to the provisions of this Lease, Lessee shall yield and deliver to the Lessor possession of the Leased Premises in good repair and condition, reasonable wear and tear and loss or damage by fire, collision by aircraft, Act of God or other cause beyond the reasonable control of the Lessee excepted. Anything contained in this Lease to the contrary notwithstanding, if the Lessor or successor lessee of the Leased Premises shall not elect or shall default in the purchase of the Furniture and Furnishings as provided in the first or second sub-paragraph of paragraph 2 of this Article XIV, or if Lessee shall elect not to sell the Furniture and Furnishings to the successor lessee of the Leased Premises as provided in the second sub-paragraph of paragraph 2 of this Article XIV and provided the Lessee is not then in default hereunder, then without relieving the Lessor or such successor Lessee of its liability, if any, therefor, Lessee shall have the right to remove, upon the expiration or earlier termination of this Lease, and for a period of thirty (30) days thereafter, any and all of its Furniture and Furnishings and fixtures and personal property of every kind and nature whatsoever which Lessee may have placed or installed in, on or about the Leased Premises. Lessee shall, however, repair, at its own cost and expense, any damage resulting to the Leased Premises from its removal of such property.

#### 14.04 Assignment Or Sublease.

(a) No assignment of this Lease Agreement and no sublease of all or substantially all of the Leased Premises as an entirety shall be valid or of any force and effect, without the written consent of the Lessor first had and obtained.

The Lessor shall not be required to consent to any such assignment or sublease unless the Lessee can demonstrate that the proposed assignee or sublessee:

(a) Has lengthy and substantial prior favorable experience in owning, operating and/or managing hotels similar in nature to the Hotel.

(b) Will have substantial assets following the assignment or sublease, and considering the obligations arising under such assignment or sublease, to assure the compliance with all of the Lessee's obligations to the Lessor arising under this Lease Agreement, including the payment of rent, the construction of Capital Improvements and Additional Capital Improvements.

(c) Will operate and maintain the Hotel as a first class operation pursuant to the highest standards for hotels similar in nature to the Hotel.

(d) Notwithstanding anything herein to the contrary, Lessee shall be entitled to assign this Lease to (x) any person subject to Sections 14.04(a), (b) and (c) or (y) to a qualified Purchaser or to any Affiliated Entity without the consent of Lessor. In connection with an assignment pursuant to (y) above, (i) Lessee shall notify Lessor in writing of such assignment within ten (10) days of the date of such assignment; (ii) the Qualified Purchaser or Affiliated Entity, as the case may be, shall assume the obligations of Lessee hereunder; and (iii) upon delivery of such assignment to Lessor, the preceding Lessee shall be relieved of its obligations hereunder. For purposes of this Section 14.04, (3) a Qualified Purchaser shall mean (1) any leasehold mortgagee; (2) the then manager or operator of the Hotel; and (3) an Affiliated Entity shall mean an entity which (1) directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Lessee; or (2) is a general partner or controlling stockholder of Lessee, and (c) "control" shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management of any such entity, whether through the ownership of voting securities or by contract.

(e) In the event Lessee shall be required to obtain Lessor's consent to the assignment of this Lease, Lessee shall submit to Lessor (a) the proposed instruments of assignment, (b) the name or names of the proposed assignee and (c) evidence reasonably acceptable to Lessor disclosing such assignee's net worth. Lessor shall grant its consent or in writing specify the reasons for withholding its consent to such proposed assignment within fourteen (14) days after receipt by Lessor of the foregoing documents. If Lessor fails to respond to any such request for consent within said fourteen (14) day period, such failure to respond shall be deemed a consent to the proposed assignment. In the event Lessor fails to respond, upon written request of the Lessee or assignee, the Lessor will give the Lessee or assignee a written acknowledgement that Lessor has received such request and failed to respond thereto.

14.05 No Partnership Or Joint Venture.

Nothing contained in this Lease shall constitute or be construed to be or create a partnership or joint venture between the Lessor, its successors or assigns, on the one part, and the Lessee, its successors or assigns, on the other part.

#### 14.06 Prior Agreement.

This Lease Agreement amends and supplements the Lease Agreement between the parties dated May 15, 1970, as amended (the "Prior Lease Agreement"). The Prior Lease Agreement is superseded, and the terms of this Lease Agreement prevail, to the extent of any inconsistency, conflict or ambiguity. Lessor and Lessee hereby agree as of the effective date of this Lease that there are no uncured events of default pursuant to the Prior Lease Agreement.

#### 14.07 Headings.

The article and section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease Agreement.

#### 14.08 Successors And Assigns.

This Lease Agreement shall, subject to the provisions of Section 14.04 of this Article, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### 14.09 Governing Law; Venue.

This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois. Venue shall be exclusively in Cook County for the trial of all matters arising hereunder.

#### 14.10 Notices.

All notices, requests, demands or approvals required to be given to Lessee under the terms of this Lease shall be given by registered mail, postage prepaid, addressed to Lessee or to such other address as may be from time to time designated in writing by the Lessee.

Copies of all such notices shall be sent to Madigan and Getzendanner, 111 West Washington Street, Chicago, Illinois 60602 or to such other attorney as may be from time to

time designated in writing by Lessee and to the Leasehold Mortgagee in accordance with paragraph 6 of Article II, on Page 10.

All notices required to be given to the Lessor under this Lease shall be given by registered mail, postage prepaid, addressed to the Comptroller of the Lessor, City Hall, Chicago, Illinois 60602, or to such other address as Lessor may from time to time designate in writing.

#### 14.11 Equal Opportunity.

Lessee, in performing under this Lease, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Lessee further agrees that this Article will be incorporated by Lessee in all contracts entered into with concessionaires, sublessee, 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. Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R. p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961 Ill. Rev. Stat. 1967, Ch. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the Lessor, August 21, 1945, page 3877 of the Journal of the Proceedings. To demonstrate compliance Lessee and its contractors, concessionaires and sublessees will furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### 14.12 Affirmative Action; Minority Business Enterprise.

(a) For the purpose of this Section 14.12:

- (i) Capital Improvements means any and all expenditures for work comprising Capital Improvements, including the Capital Improvements contemplated in Sections 3.01 and 3.02 and 3.03 hereof and any other Capital Improvements, whether or not required pursuant to this Lease Agreement, and whether or not performed with the Lessee's own forces;
- (ii) The Lessee shall be considered as if the Purchasing Agent or department head of the City of Chicago for the purposes of Executive Order 85-2; and
- (iii) The term "Lessee" shall include any operator of the Hotel.



(b) With respect to any contracting or purchasing, or expenditures for labor or materials for Capital Improvements, the Lessee shall comply with the City of Chicago's Executive Order 85-2, as such order may from time to time be amended.

(c) No later than 90 days following the Effective Date, the Lessee shall enter into a First Source Agreement with the City of Chicago, Mayor's Office of Employment and Training. The Lessee's failure to do so shall constitute an event of default pursuant to Section 10.01(d) of this Lease Agreement.

(d) The Lessee shall maintain throughout this Lease Agreement no less than 25% of New Concession Agreements (as hereinafter defined) with minority business enterprises (certified at all times as such by the City of Chicago) and 5% of New Concession Agreements with women's business enterprises (certified at all times as such by the City of Chicago). "New Concession Agreements" shall mean concession agreements, leases or subleases (whether or not written) for space within the Hotel or operations conducted within the Hotel (whether or not entered into by the Lessee or the Hotel operator), provided that no concession agreement, lease or sublease in effect at the Effective Date shall be considered a "New Concession Agreement", and any such concession agreement, lease or sublease in effect at the Effective Date, if extended or renewed, shall not be considered a New Concession Agreement. All New Concession Agreements shall contain a provision requiring the concessionaire, lessee or sublessee to enter into a First Source Agreement with the City of Chicago, Mayor's Office of Employment and Training.

(e) With respect to Capital Improvements, 50% of the total hours of labor performed by unskilled construction labor and 50% of the total hours of labor performed by skilled construction trade workers shall be by actual residents of the City of Chicago:

- (i) "Skilled construction trade workers" includes all worksite foremen, journeymen, including technical engineers, apprentices, construction trainees and helpers. Salaried superintendents are excluded from the coverage of this provision, as well as clerical workers, security guards, and custodial workers.
- (ii) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

#### 14.13 Counterparts.

This Lease has been executed in several counterparts, each of which shall be deemed an original and all collectively but one instrument.

#### 14.14 Estoppel Certificate.

Lessor and Lessee mutually agree that at any time and from time to time upon written request from the other party, Lessor or Lessee, as the case may be, will execute, acknowledge and deliver to the other party not less than seven (7) days after written request, a certificate evidencing whether or not: (a) the Lease is in full force and effect; (b) said Lease has been modified or amended in any respect and identifying such modifications or amendments, if any; (c) there are any existing defaults under the Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any; (d) confirming the term of this Lease; (e) confirming the date to which rent is paid. The failure of any party hereto to provide the foregoing certificate shall entitle the other party to execute such certificate on behalf of the party failing to do so.

#### 14.15 Recordation.

Either party may record this Lease Agreement.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Midwestern Hotel, Incorporated has caused this Lease to be executed in its corporate name by its \_\_\_\_\_ President duly authorized and its corporate seal to be hereunto affixed, attested by its Secretary, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

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### MISCELLANEOUS BUSINESS.

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*Referred* -- AMENDMENT OF CITY COUNCIL RULES OF  
ORDER AND PROCEDURE AND MUNICIPAL  
CODE OF CHICAGO.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

January 18, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith a series of resolutions and ordinances to amend the Rules of Order of the City Council and the Municipal Code of Chicago to revise procedures of the City Council of the City of Chicago.

Your favorable consideration of these matters will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

Alderman Orr moved to suspend the rules temporarily to permit immediate consideration of and action upon the proposed series of ordinances and resolutions.

The clerk called the roll and the yeas and nays were as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Shaw, Vrdolyak, Huels, Burke, Streeter, J. Evans, Soliz, Smith, Davis, Figueroa, O'Connor, Eisendrath, Hansen, Shiller, Schulter, Orr -- 21.

*Nays* -- Aldermen Beavers, Caldwell, Fary, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Levar, Stone -- 19.

Alderman Natarus moved for a verification of the foregoing roll call vote. The clerk recalled the roll and the motion to *Suspend the Rules Temporarily Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Burke, Carter, Streeter, Jones, J. Evans, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Orr -- 35.

*Nays* -- Aldermen Fary, Langford, Kellam, Sheahan, Krystyniak, Mell, Austin, Stone -- 8.

Thereupon, Alderman Orr moved to *Refer to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Committees, Rules and Ethics* the said proposed series of ordinances and resolutions, transmitted as a single package. The motion *Prevailed* by a viva voce vote.

*Tabled* -- AMENDMENT OF RULES 35 AND 37 OF  
CITY COUNCIL'S RULES OF ORDER  
AND PROCEDURE.

Alderman Bloom presented the following motion:

"Pursuant to Rule 41, I move to discharge the Committee on Committees, Rules and Ethics from further consideration of a resolution introduced on July 29, 1988 by Alderman Bloom to amend Rules 35 and 37 of the Rules of Order and Procedure of the City Council of the City of Chicago, and I request a roll call vote."

Alderman Natarus moved to lay on the table the foregoing proposed motion to discharge. The motion to *Lay on the Table Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Robinson, Beavers, Caldwell, Shaw, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Levar, Schulter -- 24.

*Nays* -- Aldermen Rush, T. Evans, Bloom, Huels, Burke, J. Evans, Soliz, Gutierrez, Smith, Davis, Figueroa, Mell, O'Connor, Eisendrath, Shiller, Orr -- 16.

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OFFICIAL JOURNAL OF REGULAR MEETING HELD ON  
JULY 29, 1988 CORRECTED.

Alderman Caldwell moved to *Correct* the printed Official Journal of the regular meeting held on Friday, July 29, 1988, as follows:

Page 16841 -- by striking the language "R5 General Residence District" appearing on the eighth line from the top of the page and inserting in lieu thereof the language "R4 General Residence District".

The motion to correct *Prevailed* by a viva voce vote.

## PRESENCE OF VISITORS NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

Seven members of the Y.M.C.A. Youth and Government Program, accompanied by the program's coordinator Ms. Mildred Wiley:

Felicia Nix

Stacey Minor

Joe Seliga

Kevin Daley

Francisco Alvarado

Arvon Mitcham

Aparna Bapa

Students from the Hammond Elementary School, accompanied by their teacher Ms. Marie Chaudhey and three parents.

Eighty students from Shoop Elementary School.

Twenty-five seventh grade students from Ogden School, accompanied by Social Studies teacher Mrs. Litrea Hunter.

Twenty-five students from SCUPE Seminary.

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**Time Fixed For Next Succeeding Regular Meeting.**

By unanimous consent, Alderman Natarus presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday the eighteenth (18th) day of January, 1989 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the first (1st) day of February, 1989, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, 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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### Adjournment.

Thereupon, Alderman Natarus moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday February 1, 1989, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,  
*City Clerk.*