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

Regular Meeting--Wednesday, July 14, 1993

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

DANIEL J. BURKE
Deputy City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Haithcock, Tillman, Preckwinkle, Burrell, Natarus, Hansen.

Alderman Stone informed the City Council that Alderman Natarus was absent as a consequence of his presence at Harvard University on government business.

Call To Order.

On Wednesday, July 14, 1993 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Rugai, Troutman, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Stone -- 39.

Quorum present.

Invocation.

Reverend Clifford E. Turner, Pastor of Liberty Temple Full Gospel Church, opened the meeting with prayer.

Rules Suspended -- CONGRATULATIONS EXTENDED TO
MS. SAN JUANITA GARZA ON RECEIVING
MINORITY SCHOLAR FELLOWSHIP FROM
PENNSYLVANIA STATE UNIVERSITY.

Alderman Suarez moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, Ms. San Juanita Garza has been named the Minority Scholar Fellow for the year 1993 -- 1994 by Pennsylvania State University; and

WHEREAS, Ms. Garza has been a Legislative Assistant in the City Council Division of the Office of the City Clerk since June, 1989; and

WHEREAS, Ms. Garza is an accomplished poet, having had her poetry appear in numerous publications, including *New American Writing*, *Naming the Daytime Moon*, *Columbia-Poetry Review* and Chicago's own phone-in-poetry line, Dial-A-Poem Chicago!; and

WHEREAS, Ms. Garza has founded *No Roses Review*, an international, award-winning literary publication; and

WHEREAS, Ms. Garza's writing talents have been tremendously relied upon by the City Council Division, where her assignment has been to synopsise referred legislation during the City Council meetings; and

WHEREAS, Ms. Garza has coordinated the "Call of the Wards" segment of the City Council meetings for four years, synopsizing and referring over eight thousand ordinances, orders and resolutions, as well as fielding questions from Aldermen, pages and audience members during the Council meetings; and

WHEREAS, Ms. Garza's fellowship is the first minority award granted by the Graduate School of English at Pennsylvania State University in the last ten years; and

WHEREAS, Ms. Garza's fellowship was granted by unanimous decision of the Selection Committee, which enlisted the talents of Pulitzer Prize winning poet Carolyn Forche, and National Endowment for the Arts recipient Bruce Weigl; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, do hereby express our heartiest congratulations to Ms. San Juanita Garza on

being named the Minority Scholar Fellow for 1993 -- 1994 by Pennsylvania State University, and extend our best wishes as she embarks on her quest for a Master of Fine Arts degree; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. San Juanita Garza.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

At this point in the proceedings, Alderman Burke called the attention of Mayor Daley to the presence of Ms. Garza, who was then asked to rise as she received the applause of the City Council and its assembled guests.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- AMENDMENT OF TITLE 3, CHAPTER 70,
SECTION 130 OF MUNICIPAL CODE OF CHICAGO
CONCERNING TELECOMMUNICATION TAX.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending Title 3, Chapter 70 of the Municipal Code of Chicago to specify that the telecommunication tax shall remain in effect at all times that it is authorized by State law.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed ordinance:

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

SECTION 1. Section 3-70-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

3-70-130

If Section 8-11-17 of the Illinois Municipal Code is repealed, or becomes ineffective for any reason, Sections 3-40-300 through 3-40-420 of the Municipal Code of Chicago, declared ineffective in favor of this chapter, shall be deemed to be in full force and effect as of the date Section 8-11-17 is repealed or becomes ineffective *during such time that Section 8-11-17 is not in effect. This chapter shall be in full force and effect at any time that Section 8-11-17 is deemed to be in effect or authorizes the imposition of the tax imposed under this chapter.*

SECTION 2. This ordinance shall be in full force and effect from and after its passage and shall apply retroactively to July 1, 1993.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Rugai, Troutman, Munoz, Laski, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Stone -- 37.

Nays -- None.

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

Referred -- APPOINTMENT OF MR. ISAAC "SANDY" GOLDMAN
AS MEMBER OF BOARD OF COMMISSIONERS OF
CHICAGO HOUSING AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have appointed Isaac "Sandy" Goldman as a member of the board of commissioners of the Chicago Housing Authority for a term ending January 8, 1995, to succeed Robert L. Belcaster, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. ROBERT A. WISLOW AS
MEMBER OF COMMUTER RAIL SERVICE BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have appointed Robert A. Wislow as a member of the Commuter Rail Service Board for a term ending June 30, 1996, to succeed Stanley J. Hallett, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF SOOMYUNG CHOI AS
MEMBER OF GREATER ENGLEWOOD
COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have appointed Soomyung Choi as a member of the Greater Englewood Commission, the governing commission of Special Service Area No. 11, for a term ending October 1, 1994, to succeed Larrie Yosha, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Northwest Home Equity Commission for terms expiring June 28, 1996:

Helmet Gottfert, reappointed; Louise Augusta McGinn, to succeed Kate C. Ficke, whose term has expired; and Reverend James F. Bundy, to succeed David Creason, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF ADVISORY COUNCIL ON
AFRICAN AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Advisory Council on African Affairs for the terms indicated:

Terms expiring July 1, 1996:

Patricia Adigbli, Eric Rodrique, Yittayih Zelalem, and Ernest Tucker, all reappointed, and Gerard S. Pitchford.

Term expiring July 1, 1994:

Frank McKeever, reappointed.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF ADVISORY COUNCIL ON
ARAB AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Advisory Council on Arab Affairs for the terms indicated:

Terms expiring July 1, 1996:

Adib Abusharif and Camille Odeh.

Term expiring July 1, 1994:

Owais R. Succari.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. MARIA ACIERTO AS
MEMBER OF ADVISORY COMMISSION ON
ASIAN AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed Maria Acierto as a member of the Advisory Commission on Asian Affairs for a term ending July 1, 1996.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF ADVISORY COUNCIL ON GAY
AND LESBIAN ISSUES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Advisory Council on Gay and Lesbian Issues for terms expiring July 1, 1996:

Gary G. Chichester, Reverend Ralph Conrad and Elvie "L.V." Jordan.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF ADVISORY COUNCIL ON
IMMIGRANT AND REFUGEE AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Advisory Council on Immigrant and Refugee Affairs for terms expiring July 1, 1996:

Mark S. Dobrzycki, Margaret H. McCormick, Sid L. Mohn, Anna Mustafa, Pamela Seubert and Issac Toma.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF ADVISORY COUNCIL
ON LATINO AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Advisory Council on Latino Affairs for terms expiring July 1, 1996:

Jose Chapa, John R. Martinez, Isabel Muniz, Alphonse Gonzalez, Leticia Herrera and Rafael Rodriguez.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF ADVISORY COUNCIL ON
VETERANS AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Advisory Council on Veterans Affairs for the terms indicated:

Term expiring July 1, 1995:

Lane E. Knox.

Terms expiring July 1, 1996:

Rochelle Crump, Roy L. Dolgos, Joseph D. Kostyk, Charles D. Lee,
and Arthur T. Morimitsu.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF ADVISORY COUNCIL
ON WOMEN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Advisory Council on Women for the terms indicated:

Term expiring July 1, 1995:

Hazel A. King.

Terms expiring July 1, 1996:

Rosetta Daylie, Dr. Wynetta Frazier, and Leslie Hindman.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- REAPPOINTMENT OF MR. ANDREW A. ATHENS
AND MR. PETER C. B. BYNOE AS MEMBERS OF
ILLINOIS SPORTS FACILITIES
AUTHORITY BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was *Placed On File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons as members of the Illinois Sports Facilities Authority Board for the terms indicated:

Andrew A. Athens, for a term expiring July 1, 1995; and

Peter C.B. Bynoe, for a term expiring July 1, 1996.

This communication is submitted for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 3, CHAPTER 56 OF MUNICIPAL
CODE OF CHICAGO TO FACILITATE SUSPENSION OF
VEHICLE REGISTRATION THROUGH NOTIFICATION
OF VEHICLE OWNERS AND SECRETARY OF
STATE REGARDING VEHICLE
TAX LIABILITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance amending Chapter 3-56 of the Municipal Code of Chicago to establish a system under which the City notifies the Secretary of State concerning vehicles for which the City's wheel tax license fee has not been paid, and the Secretary of State suspends the registration of the vehicles until the tax is paid.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 13, CHAPTER 20 OF MUNICIPAL
CODE OF CHICAGO TO AUTHORIZE INSTALLATION OF BAR
CODE IDENTIFICATION, STICKERS ON BUILDINGS,
STRUCTURES, EQUIPMENT, ET CETERA
SUBJECT TO DEPARTMENT OF
BUILDINGS INSPECTION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance amending Chapter 13-20 of the Municipal Code of Chicago to authorize installation of bar code identification stickers on buildings, structures, equipment and other things subject to inspection by the Department of Buildings.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 15, CHAPTER 16 OF
MUNICIPAL CODE OF CHICAGO TO REGULATE
INSTALLATION OF HEAT AND SMOKE
DETECTORS IN DORMITORIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Fire Commissioner, I transmit herewith an ordinance amending Chapter 15-16 of the Municipal Code of Chicago to regulate the installation of heat detectors and smoke detectors in dwelling units in dormitories.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CHICAGO
WATER REVENUE BONDS, REFUNDING
SERIES OF 1993.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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 authorizing the issuance of City of Chicago Water Revenue Bonds, Refunding Series of 1993, in a principal amount not to exceed \$50,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF LOAN FOR REHABILITATION
OF BUILDING AT 4420 -- 4424 SOUTH
MICHIGAN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan in the amount of \$832,632 for the rehabilitation of a building that is located at 4420 -- 4424 South Michigan Avenue and contains twenty units of low-income housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO LOAN AGREEMENT
WITH HOWARD APARTMENTS LIMITED PARTNERSHIP
FOR REHABILITATION OF BUILDING AT
1567 -- 1569 NORTH HOYNE AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner of Housing to enter into a loan agreement in the amount of \$1,402,664 with Howard Apartments Limited Partnership for the rehabilitation of low-income apartments located at 1567 -- 1569 North Hoyne Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO LOAN AGREEMENT
WITH HUMBOLDT PARK RESIDENCE LIMITED PARTNERSHIP
FOR CONSTRUCTION OF SINGLE-ROOM OCCUPANCY
DWELLING UNITS AT 1152 -- 1158 NORTH
CHRISTIANA AVENUE AND 3339 --
3341 WEST DIVISION STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner to enter into a loan agreement with the Humboldt Park Residence Limited Partnership in the amount of \$1,752,410. The loan proceeds will be used to finance the construction of 68 single-room occupancy units for low- and moderate-income individuals located at 1152 -- 1158 North Christiana Avenue and 3339 -- 3341 West Division Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR THIRD MORTGAGE LOAN AND
REFINANCING OF FIRST MORTGAGE LOAN FOR CAPITAL
IMPROVEMENTS TO BUILDING AT 33 -- 35
NORTH LOREL AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a third mortgage loan and the refinancing of a first mortgage loan for 33 -- 35 North Lorel Limited Partnership. The proceeds of the loan would be used for capital improvements of a building located at 33 -- 35 North Lorel Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR THIRD MORTGAGE LOAN AND
REFINANCING OF FIRST MORTGAGE LOAN TO LOCKWOOD
TERRACE ASSOCIATES FOR CAPITAL IMPROVEMENTS
TO BUILDING AT 5301 WEST
WASHINGTON STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a third mortgage loan and refinancing of a first mortgage loan to Lockwood Terrace Associates, for the purpose of making capital improvements to a building containing 18 units of low- and moderate-income housing located at 5301 West Washington Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF LOAN TO NEAR WEST SIDE
COMMUNITY DEVELOPMENT CORPORATION, INC.
FOR CONSTRUCTION OF DWELLING UNITS AT
2131 -- 2145 WEST ADAMS STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan of \$1,133,000 to Near West Side Community Development Corporation, Inc. for the construction of 15 dwelling units to be contained in a building located at 2131 -- 2145 West Adams Street, for rental by low- and moderate-income households.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO RESTRUCTURE LOAN TO
REZMAR CORPORATION FOR REHABILITATION OF
BUILDING AT 4611 -- 4617 SOUTH
DREXEL AVENUE.

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

7/14/93

COMMUNICATIONS, ETC.

34833

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner of Housing to enter into agreements necessary to accomplish the restructuring of a loan to Rezmar Corporation. The loan is for the rehabilitation of a building located at 4611 -- 4617 South Drexel Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO LOAN AGREEMENT
WITH TNI DEVELOPMENT CORPORATION FOR
REHABILITATION OF BUILDING AT 6811
SOUTH PAXTON AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner of Housing to enter into a loan agreement in the amount of \$1,440,273 with TNI Development Corporation for the rehabilitation of a building located at 6811 South Paxton Avenue for use by low-income families and individuals.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO RESTRUCTURE LOAN TO TNI
DEVELOPMENT CORPORATION FOR REHABILITATION
OF BUILDING AT 7000 -- 7004 SOUTH
MERRILL AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner to enter into agreements necessary to restructure a loan to TNI Development Corporation. The loan proceeds are to be used for the rehabilitation of 16 dwelling units in a building located at 7000 -- 7004 South Merrill Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO LOAN AGREEMENT
WITH 41ST AND ELLIS LIMITED PARTNERSHIP TO PARTIALLY
FINANCE ACQUISITION AND REHABILITATION OF
BUILDING AT 4119 -- 4129 SOUTH ELLIS AVENUE
AND 1029 EAST 41ST PLACE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner of Housing to enter into a loan agreement with 41st and Ellis Limited Partnership in the amount of \$699,308 to partially finance the acquisition and rehabilitation of a building located at 4119 -- 4129 South Ellis Avenue and 1029 East 41st Place for use by low- and moderate-income families.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO RESTRUCTURE LOAN TO 5836
WEST WASHINGTON LIMITED PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner to enter into agreements necessary to accomplish the restructuring of a loan to 5836 West Washington Limited Partnership in the principal amount of \$141,000. The proceeds of the loan will be used for capital improvements of a building containing 14 units of low- and moderate-income housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- COOK COUNTY BOARD OF COMMISSIONERS
URGED TO RECLASSIFY PROPERTY AT 4420 SOUTH
WOLCOTT AVENUE UNDER 6(b) TAX
INCENTIVE CLASSIFICATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith a resolution recommending to the Cook County Board of Commissioners that the property located at 4420 South Wolcott Avenue be reclassified as a 6(b) classification in order to induce a business to invest in a new facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR PUBLIC HEARING ON
CONTINUATION OF SPECIAL SERVICE
AREA NUMBER 5.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a public hearing on the continuation of Special Service Area No. 5.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPANSION OF ENTERPRIZE
ZONE NUMBER 5.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expansion of Enterprise Zone No. 5.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR PUBLIC HEARING ON
CONTINUATION OF SPECIAL SERVICE
AREA NUMBER 8.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a public hearing on the continuation of Special Service Area No. 8.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF USE AGREEMENT
AND TERMINAL FACILITIES LEASE WITH SOUTHWEST
AIRLINES AT CHICAGO MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the City to execute a Use Agreement and Terminal Facilities Lease with Southwest Airlines at Chicago Midway Airport, and to execute Use Agreements or month to month agreements with other airlines desiring to operate at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO AGREEMENT WITH
AIRLINES FOR USAGE OF CITY-OWNED BAGGAGE CLAIM
DEVICES AND ASSOCIATED STORAGE AREAS
AT CHICAGO MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

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COMMUNICATIONS, ETC.

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LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the City to enter into license agreements permitting airlines to use two City-owned baggage claim devices and associated storage areas at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENTS
WITH SUNDRY PARTIES FOR SHORT-TERM USE OF
SPACE AT CHICAGO O'HARE INTERNATIONAL
AIRPORT, MIDWAY AIRPORT AND
MEIGS FIELD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the City to enter into agreements with parties for the short-term use of space at Chicago O'Hare International, Midway and Meigs Airports.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF 1993 ANNUAL APPROPRIATION
ORDINANCE TO INCREASE APPROPRIATION OF
FUND 925.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending the 1993 Annual Appropriation Ordinance to increase the appropriation of Fund 925 federal grant funds by \$1,084,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR VARIOUS ROADWAY REPAIR AND
MAINTENANCE PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith six ordinances authorizing allocation of Motor Fuel Tax funds for bridge maintenance, pavement repairs, snow and ice control, street cleaning, street lighting energy costs and traffic signals energy costs.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- COOK COUNTY BOARD OF COMMISSIONERS
URGED TO ENTER NO CASH BIDS ON CERTAIN
PARCELS AND TO ASSIGN SAID INTEREST
TO CITY OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance requesting that the Board of Commissioners of Cook County enter No Cash Bids on certain parcels and assign its interest in the parcels to the City of Chicago for subsequent conveyance to approved developers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACCEPTANCE OF BID
PROPOSALS FOR VARIOUS CITY-OWNED
PROPERTIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith three ordinances accepting bid proposals for various City-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting held June 28, 1993.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF VARIOUS
CITY-OWNED PROPERTIES TO QUALIFIED BIDDERS
UNDER CHICAGO ABANDONED
PROPERTY PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith four ordinances authorizing the transfer of various properties to nominees selected by the Mayor's Blue Ribbon Committee pursuant to the Chicago Abandoned Property Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH APPROVED
CLARETIAN ASSOCIATES NEIGHBORHOOD
DEVELOPMENT OFFICE AS DEVELOPER
UNDER NEW HOMES FOR
CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance amending the ordinance approving the selection of Claretian Associates Neighborhood Development Office as a New Homes for Chicago developer, by adding to and deleting from the list lots to be redeveloped.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED
LOTS TO NEAR WEST SIDE DEVELOPMENT CORPORATION,
INC. AND EXECUTION OF REDEVELOPMENT
AGREEMENT IN ACCORDANCE WITH
CITY'S STRATEGIC NEIGHBORHOOD
ACTION PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the City of Chicago to convey five city-owned lots to Near West Side Development Corporation, Inc. and to execute a redevelopment agreement to provide for redevelopment of the property. The properties will be used for construction of an apartment building in accordance with the City's Strategic Neighborhood Action Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE
AGREEMENT WITH CHICAGO PARK DISTRICT FOR
PROPERTY AT RAINBOW BEACH.

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

communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Housing and Real Estate and the members of the Committee on Parks and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 14, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the lease of certain property located at Rainbow Beach to the Chicago Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

Mr. Daniel J. Burke, Deputy 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 -- EXECUTIVE ORDER 93-1 CONCERNING TESTING,
HIRING AND PROMOTION PRACTICES OF POLICE
AND FIRE DEPARTMENTS.

A communication from The Honorable Richard M. Daley, Mayor,

transmitting Executive Order 93-1, which establishes testing, hiring and promotion practices for the Departments of Police and Fire, which was *Placed on File*.

Placed On File -- APPROVAL BY CHICAGO PLAN COMMISSION
AND DEPARTMENT OF PLANNING AND DEVELOPMENT
OF CERTAIN PROPOSALS.

Also, copies of resolutions adopted by the Chicago Plan Commission on May 13 and June 10, 1993 and reports of the Department of Planning and Development approving the following proposals, which were *Placed on File*:

May 13, 1993.

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Ward	Address
93-003-02	21	247 West 99th Street
93-009-02	27	705 South Campbell Avenue
93-016-02	21	814 -- 824 West 95th Street/ 9441 -- 9442 South Green Street
93-048-02	26	1709 North Albany Avenue
93-049-02	14	5517 South Ashland Avenue
93-050-02	1	726 West Ohio Street
93-051-02	11	633 West 48th Street

Referral Number	Ward	Address
93-052-02	26	1307 North Oakley Boulevard
93-053-02	21	3721 South Emerald Avenue
93-054-02	11	615 West 48th Street
93-055-02	37	1025 North Harding Avenue
93-056-02	26	2713 West Hirsch Street
93-057-02	28	253 -- 255 North Keeler Avenue
93-059-02	27	2536 West Warren Avenue
93-061-02	28	4732 -- 4736 West Washington Street
93-062-02	27	1513 -- 1515 West Madison Street, Home Rule Sale
93-063-02	48	1124 -- 1134 West Lawrence Avenue, City Parking Site No. 7
93-064-02	28	3832 West Jackson Boulevard
93-065-02	26	1830 North Milwaukee Avenue
93-066-02	22	4048 West Ogden Avenue
93-067-02	26	2729 West Potomac Avenue
93-068-02	5	1949 East 72nd Place
93-069-02	26	1712 North Albany Avenue
93-070-02	24	1647 South Drake Avenue

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Referral Number	Ward	Address
93-071-02	25	1225 South Fairfield Avenue
93-072-02	3	39 West Garfield Boulevard
93-073-02	24	1226 South Harding Avenue
93-074-02	28	4620 -- 4628 West Congress Parkway/4629 -- 4645 West Van Buren Street, Home Rule Sale
93-075-02	Citywide	Adjacent Neighbors Land Acquisition Program
93-076-02	Citywide	Special Sales Program

June 10, 1993.

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Ward	Address
93-080-02	26	2745 West Augusta Boulevard
93-082-02	27	2525 West Madison Street
93-083-02	26	2331 West Moffat Street
93-086-02	28	16 -- 18 North Kedzie Avenue
93-087-02	28	8040 South Avalon Avenue

Referral Number	Ward	Address
93-088-02	11	3855 -- 3859 South Emerald Avenue
93-089-02	48	4738 -- 4750 North Winthrop Avenue
93-090-02	8	9246 South Blackstone Avenue
93-091-02	22	4153 West 28th Street/2801 South Keeler Avenue
93-092-02	8	1548 -- 1550 East 93rd Street
93-094-02	11	3859 South Halsted Street/ 3858 South Emerald Avenue
93-095-02	26	2742 West Haddon Avenue
93-096-02	7	7627 South Saginaw Avenue
93-097-02	20	6550 South Ingleside Avenue
93-098-02	20	948 -- 950 East Marquette Road/6556 -- 6558 South Ellis Avenue
93-099-02	Citywide	Adjacent Neighbors Land Acquisition Program
93-079-02	Citywide	Special Sales Program

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The Deputy City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on June 23, 1993, 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 July 12, 1993, 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 June 23, 1993, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

The Deputy 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:

Eddy Limited Partners, c/o Creative Construction -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by:

on the north by West Eddy Street; on the east by the Chicago and Evanston Railroad; on the south by the north line of the 16 foot vacated alley which is vacated per Document Number 7073208; and on the west by the east line of the 16 foot public alley as dedicated by Document Number 7073207 which is 307 feet east of North Racine Avenue in Cook County, Illinois.

Bernard I. Citron, for Patrick and Rose Gillespie -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 13-H bounded by:

the public alley next north of and parallel to West Foster Avenue; a line 108.11 feet east of and parallel to the public alley next east of and parallel to North Ravenswood Avenue; West Foster Avenue; and the public alley next east of and parallel to North Ravenswood Avenue.

LR Development Company -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-G bounded by:

the south line of West School Street; the west line of North Kenmore Avenue; a line 75.22 feet south of the south line of West School Street; and the alley next west of North Kenmore Avenue.

J. Mikelson, by attorneys for Rudnick & Wolfe -- to classify as a B2-3 Restricted Retail District instead of a C1-2 Restricted Commercial District the area shown on Map No. 1-H bounded by:

the alley next north of West Ohio Street; a line 167.70 feet east of and parallel to North Oakley Boulevard; West Ohio Street; and North Oakley Boulevard.

Norwood Builders, Inc. -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 13-K bounded by:

a line 1,277 feet north of and parallel with the north line of West Foster Avenue; a line 660 feet east of and parallel with the center line of North Kostner Avenue extended north; a line from a point 667 feet north of the north line of West Foster Avenue and 660 feet east of the center line of North Kostner Avenue extended north to a point 590 feet north of the north line of West Foster Avenue and 737 feet east of the center line of North Kostner Avenue extended north; a line 590 feet north of and parallel with the north line of West Foster Avenue; a line 1,331 feet east of and parallel with the center line of North Kostner Avenue extended north; an arc of a circle with a radius of 100 feet and its center 262.5 feet north of the north line of West Foster Avenue and 1,431 feet east of the center line of North Kostner Avenue extended north; a line from a point on that arc 163 feet north of the north line of West Foster Avenue and 1,213 feet west of the west line of North Pulaski Road to a point 189 feet north of the north line of West Foster Avenue and 980 feet west of the west line of North Pulaski Road; a line from a point 189 feet north of the north line of West Foster Avenue and 980 feet west of the west line of

North Pulaski Road to a point 79.5 feet north of the north line of West Foster Avenue and 756 feet west of the west line of North Pulaski Road; a line from a point 79.5 feet north of the north line of West Foster Avenue and 756 feet west of the west line of North Pulaski Road to a point 100 feet north of the north line of West Foster Avenue and 690 feet west of the west line of North Pulaski Road; a line 100 feet north of and parallel with the north line of West Foster Avenue; a line 630 feet west of and parallel with the west line of North Pulaski Road; an arc of a circle with a radius of 30 feet and its center 70 feet north of the north line of West Foster Avenue and 600 feet west of the west line of North Pulaski Road; a line 40 feet north of and parallel with the north line of West Foster Avenue; a line 495 feet west of and parallel with the west line of North Pulaski Road; West Foster Avenue; the center line of the North Fork of the North Branch of the Chicago River; the east line of Gompers Park north of the Chicago River; the north line of Gompers Park; and the center line of North Kostner Avenue extended north.

Public Building Commission of Chicago/Chicago Board of Education -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District and to further classify as an Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 5-K bounded by:

a line 598.87 feet north of West Wabansia Avenue; North Kildare Avenue; a line 147.93 feet north of West Wabansia Avenue; and a line 205 feet west of North Kildare Avenue.

Richland Group Enterprises, Inc. -- 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:

a line 150.0 feet north of and parallel with the north line of West 27th Street; South Peoria Street; West 27th Street; South Senour Avenue; and a line from a point 90.27 feet northwest of the north line of West 27th Street as measured on the east line of South Senour Avenue to a point 150 feet north of the north line of West 27th Street and 257.11 feet west of the west line of South Peoria Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Adams, Mary and Ozebia, Allstate Ins. Co. and Diane Smith, American Ambassador Ins. Co. and Sanford Gooden, American Family Insurance and Irving Doucet, Amica and Brian M. Block, Amoco Oil Co./Law Dept., Arroyo Camerino, Ashtiani Moe V., Avant Mary;

Ballard Brenda J., Bandemer Sharon Ann, Baylis Terry, Bevan Michael P., Bliss Lucille M., Boerger Fred L., Boss Melichsia, Bretag Debbie A., Brown Dorothy M., Brown Walter R., Burleson Bobby;

Carrero Violet M., Cates Keli J., Cilbert Karen E., Cobble Raymond A., Cole Charles H., Country Companies and Jeff and Sherry Zalay, Crane Adrienne K., Curtis Flora L.;

Davis Yvonne L., Dorsey Pamela, Douglas Arabella, Duman Pat D.;

East Side Savings & Loan Assn.;

Freiheit Michael C., Fuentes Cecilio;

Gatewood Charles B., Gaynes Carey L., Gearen Paul C., Gembicki Casmir and Theresa, Gorberg Susanne C., Green Mary, Green Rosita, Grove Joice A., Guan Wei Chao;

Halsted/59th Currency Exchange, Hamid Shahila, Hariston Earnest, Harris Lisa, Hie Mary C.;

Illinois Bell Telephone Co.;

Jackson Edna, Jackson Rosa D., Jahad Kavous, Jinkins Bill, Jones Pamela G.;

Kansas Fire & Marine and Sam Arkules, Kelly Paul R. Sr., Kernizan Gerard and Lucienne, Koppers Tina L., Kowalczyk Zygmunt;

Langer Toby J., Lavin Lisa M., LeFlore Timothy, Levis David R., Lewis Brenda D., Lewis James E., Litwin Heidi L., Lopez Angel;

Melendez Jesse;

Namest John B.;

Oparanma Austin O., Owens James H.;

Pennington Alice R., Peoples Gas Light and Coke Co. (21), Perez Maria T.,
Pierce Judith L., Piszczek Franciszek, Presidential Car Rental c/o Michael J.
Newman Esq.;

Robinson Oliver L., Roe Michael R., Rosado Ben, Russell Doris, Ryding
Paul T.;

Schenn Robert T., Schott Terra L., Schults Mary Ann, Schusse Jeanne Y.,
Scianna Thomas G., Smolcic Amanda, Sosa Roberto, Spallina Marc J., State
Farm Ins. Co. (3) and Noreen Devine, Barbara Georgans and Michael
O'Donoghue, Stempinski Kenneth J.;

Tharpe-Owens Rosalind O., Tillman Paula L., Turner Charles Jr.;

Unlimited Investigation and Avis Rent-A-Car System, U.S.A.A.;

Vazquez Moises;

Waldron Robert A., White Eurah A., Wilgotski Henry, Wroblewski James
T., Wykur Robert.

FLOOD CLAIMS.

Agnew Logan (2), Alexander Denek, Anderson, Loretta;

Barnes Mary, Battle Willie G., Boyd Dorothy;

Canada Rosie L., Cannon Roosevelt and Gracie, Corbin Johnny Jr., Cox
Willie C.;

Elliott Christine;

Fenner Larry Sr., Franklin Leatha W.;

Glenn Jason and Christine, Goulbourne Claudia;

Hammond Maude and Lafayette, Harper Mary L., Hayes Ruth W., Hubbard Patricia;

Jackson Roy Sr. and Thelma, Jackson W. L., Johnson Johnny R. Sr., Johnson Loretta, Jones Jeannette;

Lambros Mary Lou;

Montgomery Clinton;

Nichols Betty Jo;

Parker Sarah, Peebles James O., Preston Ida M.;

Rogers Sarah L.;

Servant Clifton and Betty, Sims Annie, Smith Reginald L., Starks Esther;

Taylor Velma, Thomas Jesse, Thomas William E., Townsen Herman and Brenda, Townsend Dorothy;

Watkins Leroy and Ersula, Williams Lillie M., Winding Steve, Woodard Frank.

Referred -- AUTHORIZATION FOR REFUND OF PURCHASE PRICE
TO ANTIOCH MISSIONARY BAPTIST CHURCH FOR
CERTAIN PROPERTIES TO BE USED FOR
CONSTRUCTION OF SENIOR
CITIZEN HOUSING.

A communication from Mr. Clarence J. Crooks, transmitting a proposed ordinance authorizing the City Comptroller to refund the purchase price paid by Antioch Missionary Baptist Church for the properties at 837 -- 859 West 54th Place, 5431 -- 5441 South Peoria Street, 852 -- 858 West 55th Street and 846 West Garfield Boulevard to be used for construction of housing for the elderly, which was *Referred to the Committee on Housing and Real Estate*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORIZATION FOR ISSUANCE OF CHICAGO O'HARE
INTERNATIONAL AIRPORT GENERAL AIRPORT
REVENUE REFUNDING BONDS AND/OR
CHICAGO O'HARE INTERNATIONAL
AIRPORT GENERAL AIRPORT
REVENUE SECOND LIEN
REFUNDING BONDS.**

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Chicago-O'Hare International Airport General Airport Revenue Refunding Bonds and/or Chicago-O'Hare International Airport General Airport Revenue Second Lien Refunding Bonds, in an amount not to exceed \$630,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City has heretofore issued and may hereafter issue its "Chicago-O'Hare International Airport General Airport Revenue Bonds" pursuant to the General Airport Revenue Bond Ordinance (as hereinafter defined) for the purposes described therein; and

WHEREAS, The City has heretofore issued and may hereafter issue its "Chicago-O'Hare International Airport Second Lien Revenue Bonds" pursuant to the Master Indenture (as hereinafter defined) for the purposes described therein; and

WHEREAS, The City has determined to authorize the issuance of its Chicago-O'Hare International Airport General Airport Revenue Refunding Bonds (hereinafter referred to as the "1993 Senior Lien Bonds") or its Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds (hereinafter referred to as the "1993 Second Lien Bonds"), or a combination thereof, in one or more series for the purpose of refunding prior to maturity all or a portion of the City's outstanding Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and B, and 1985 Series A (collectively, the "Prior Bonds"); and

WHEREAS, The City proposes to issue and sell 1993 Senior Lien Bonds and 1993 Second Lien Bonds (collectively, the "1993 Bonds") in the manner hereinafter authorized in one or more series in an aggregate amount not to exceed \$630,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1993 Bonds (not to exceed 10% of the principal amount thereof); now, therefore,

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

Part A.

This Ordinance is adopted pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois. This Ordinance authorizes the issuance of 1993 Bonds as follows: (i) Part B hereof authorizes the issuance, from time to time, of 1993 Senior Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as set forth therein; (ii) Part C hereof authorizes the issuance, from time to time, of 1993 Second Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the Master Indenture and the related Supplemental Indentures therein approved; and (iii) Part D hereof sets forth provisions applicable to both the 1993 Senior Lien Bonds and the 1993 Second Lien Bonds.

The City hereby finds and determines as follows:

(a) that the issuance of the 1993 Bonds and the refunding of the Prior Bonds as herein authorized will result in significant debt service savings; and

(b) that the City's ability to issue 1993 Senior Lien Bonds and 1993 Second Lien Bonds from time to time without further action by this City Council at various times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the Airport upon the most favorable terms available; and

(c) that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described in clause (b) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or the City Comptroller to determine to sell one or more series of 1993 Senior Lien Bonds or one or more series of 1993 Second Lien Bonds, or any

combination thereof, as and to the extent such officers determine that such sale or sales is desirable and in the best financial interest of the Airport.

Part B.

Article I.

Definitions And Authority.

SECTION 1.1 Authority For Ninth Supplemental Ordinance.

This Ninth Supplemental Ordinance is a Supplemental Ordinance within the meaning of, and is adopted pursuant to, and in accordance with, the provisions of Section 1001(e) of the General Airport Revenue Bond Ordinance.

SECTION 1.2 Definitions.

(a) Except as provided in Section 1.3 of this Part B, all defined terms contained in the General Airport Revenue Bond Ordinance shall have the same meanings, respectively, in this Ninth Supplemental Ordinance as such defined terms are given in the General Airport Revenue Bond Ordinance.

(b) As used in this Ninth Supplemental Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"General Airport Revenue Bond Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983, entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds", as amended and supplemented from time to time in accordance with the terms thereof.

"M.S.T.C." means Midwest Securities Trust Company, and its successors and assigns.

"The 1993 Second Lien Bonds" means the 1993 Second Lien Bonds authorized by Section 2.1 of Part C of this Ordinance.

"1993 Senior Lien Bonds" means the Bonds authorized by Section 2.1 of this Part B.

"Ninth Supplemental Ordinance" means Part B and Part D of this Ordinance as originally adopted and as the same may from time to time be amended or supplemented.

"Participant", when used with respect to any Securities Depository, means any participant of such Securities Depository.

"Securities Depository" means M.S.T.C. and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the 1993 Senior Lien Bonds pursuant to Section 2.4 of this Part B.

SECTION 1.3 Interpretation.

The interpretation of this Ninth Supplemental Ordinance, unless the context otherwise requires, shall be governed by the provisions of Section 103 of the General Airport Revenue Bond Ordinance except that in this Ninth Supplemental Ordinance (a) the terms "hereby", "hereof", "hereunder", "herein" and any similar terms used herein refer to this Ninth Supplemental Ordinance, (b) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Ninth Supplemental Ordinance, and (c) Articles and Sections mentioned herein by number only are the respective Articles and Sections of this Ninth Supplemental Ordinance.

SECTION 1.4 References To Code.

The term "Code" as used herein and in the General Airport Revenue Bond Ordinance in reference to the 1993 Senior Lien Bonds shall mean the Internal Revenue Code of 1986, as amended, to the extent applicable to the 1993 Senior Lien Bonds and otherwise shall mean the Internal Revenue Code of 1954, as amended.

Article II.

Authorization And Details Of 1993 Senior Lien Bonds.

SECTION 2.1 Authorization Of 1993 Senior Lien Bonds.

(a) The 1993 Senior Lien Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed \$630,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1993 Bonds (not to exceed 10% of the principal amount thereof) pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, the General Airport Revenue Bond Ordinance and this Ninth Supplemental Ordinance for the purpose of refunding prior to maturity all or a portion of the Prior Bonds. The maximum aggregate principal amount of 1993 Senior Lien Bonds and 1993 Second Lien Bonds that may be issued under or pursuant to this Ordinance is limited to \$630,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1993 Bonds (not to exceed 10% of the principal amount thereof).

(b) The 1993 Senior Lien Bonds shall mature not later than January 1, 2018, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on January 1 and July 1 in each year at a rate or rates not in excess of 9% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months.

(c) Interest on each 1993 Senior Lien Bond shall be payable by check or draft mailed to the registered owner thereof at the address of such registered owner, appearing at the close of business on the 15th day of the calendar month next preceding such interest payment date (the "Record Date"), on the registration books maintained by the Trustee (as identified hereinafter, and any applicable successor trustee) for the City for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than \$1,000,000 principal amount of the 1993 Senior Lien Bonds, by wire transfer to any address in the continental United States of America on such interest payment date to such registered owner as of such Record Date, if such registered owner provides the Trustee with written notice of such wire transfer address at least fifteen (15) days prior to such Record Date (which notice may provide that it will remain in effect with respect to subsequent interest payment dates unless and until changed or revoked by subsequent notice). Principal of, and redemption premium, if any, on the 1993 Senior Lien Bonds are payable only upon presentation and surrender of such 1993 Senior Lien Bond or Bonds at the principal corporate trust office of the Trustee.

(d) Subject to the limitations set forth in this section, authority is hereby delegated to either the Mayor or the City Comptroller to determine the aggregate principal amount of the 1993 Senior Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding 103% of the principal amount of the 1993 Senior Lien Bonds to be so redeemed), the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which mandatory redemptions shall be at a Redemption Price equal to the principal amount of each 1993 Senior Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon and the first interest payment date therefor.

SECTION 2.2 Purposes.

Pursuant to Section 203 of the General Airport Revenue Bond Ordinance, the 1993 Senior Lien Bonds are to be issued for the following purposes, as determined by the City Comptroller at the time of the sale of the 1993 Senior Lien Bonds:

- (a) the refunding prior to maturity of the Prior Bonds;
- (b) the deposit of moneys in the Debt Service Reserve Fund;
- (c) the deposit of moneys in the 1993 Capitalized Interest Account; and
- (d) the payment of the Costs of Issuance of the 1993 Senior Lien Bonds.

SECTION 2.3 Form, Denominations And Numbers.

Each 1993 Senior Lien Bond shall be issued in fully registered form without coupons in the denomination of \$5,000, or any integral multiple thereof. The 1993 Senior Lien Bonds shall be numbered consecutively from one upwards in order of their issuance, and may bear such additional letter or number designations as may be determined by an Authorized Officer of the City prior to the authentication and delivery of the 1993 Senior Lien Bonds. Pursuant to Section 2.4 of this Part B, one certificate for each maturity of 1993 Senior Lien Bonds shall be issued and registered in the name of Kray & Co., as a nominee for M.S.T.C..

SECTION 2.4 Book-Entry Provisions.

The Mayor or the City Comptroller is hereby authorized to designate M.S.T.C. as the Securities Depository with respect to the 1993 Senior Lien Bonds. The provisions of this section shall apply so long as the 1993 Senior

Lien Bonds are maintained in book-entry form with M.S.T.C. or another Securities Depository, any provisions of this Ordinance to the contrary notwithstanding.

(a) **Payments.** The 1993 Senior Lien Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the 1993 Senior Lien Bonds, in next day funds on each date on which the principal of, interest on, and premium, if any, on the 1993 Senior Lien Bonds is due as set forth in this Ordinance and in the 1993 Senior Lien Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the 1993 Senior Lien Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the 1993 Senior Lien Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the 1993 Senior Lien Bonds to Participants or the beneficial owners of the 1993 Senior Lien Bonds or their nominees.

(b) **Replacement of the Securities Depository.** The City may discontinue use of a Securities Depository as the depository for the 1993 Senior Lien Bonds if (i) the City, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the 1993 Senior Lien Bonds, or (B) the interests of the beneficial owners of the 1993 Senior Lien Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the 1993 Senior Lien Bonds, or (ii) such Securities Depository determines not to continue to act as a depository for the 1993 Senior Lien Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) **Discontinuance of Book-Entry or Change of Securities Depository.** If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the 1993 Senior Lien Bonds in book-entry form with the then current Securities Depository, the City will issue Replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the 1993 Senior Lien Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the 1993 Senior Lien Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in

\$5,000 denominations or any integral multiple thereof, be payable as to interest on the interest payment dates of the 1993 Senior Lien Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than \$1,000,000 principal amount of 1993 Senior Lien Bonds, by wire transfer to any address in the continental United States of America on such interest payment date to such registered owner as of such Record Date, if such registered owner provides the Trustee with written notice of such wire transfer address at least fifteen (15) days prior to such Record Date (which notice may provide that it will remain in effect with respect to subsequent interest payment dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the Replacement Bonds are payable only upon presentation and surrender of such Replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) Effect of Book-Entry System. The Securities Depository and its Participants and the beneficial owners of the 1993 Senior Lien Bonds, by their acceptance of the 1993 Senior Lien Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the 1993 Senior Lien Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the 1993 Senior Lien Bonds.

SECTION 2.5 Form Of 1993 Senior Lien Bonds And Certificate Of Authentication.

Subject to the provisions of the General Airport Revenue Bond Ordinance, each 1993 Senior Lien Bond, the form of assignment thereof and the Certificate of Authentication thereon shall be, respectively, in substantially the following forms, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by the General Airport Revenue Bond Ordinance:

[Form Of Face Of Bond]

City Of Chicago

Chicago-O'Hare International Airport

General Airport Revenue Refunding Bond, 1993 Series _____.

Interest Rate	Maturity Date	Dated Date	C.U.S.I.P.
---------------	---------------	------------	------------

The City of Chicago (hereinafter sometimes called the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay, from the sources and in the manner hereinafter provided, to _____ or registered assigns, upon presentation and surrender of this Bond, the principal sum of _____ Dollars (\$ _____), on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, and to pay the registered owner hereof interest thereon from the date hereof to the date of maturity or earlier redemption of this Bond, at the interest rate per annum specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on _____ 1, 1994 and semi-annually thereafter on each January 1 and July 1 until the City's obligation with respect to the payment of such principal sum shall be discharged.

Except as otherwise provided in the Ordinances (as hereinafter defined), interest on this Bond is payable by check or draft mailed to the registered owner hereof at the address of such owner, appearing at the close of business on the 15th day of the calendar month next preceding such interest payment date (the "Record Date") on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee hereinafter mentioned. Principal of, and redemption premium, if any, on this Bond are payable only upon presentation and surrender hereof at the principal corporate trust office of the Trustee. All such payments shall be made in lawful money of the United States of America.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Hereof, Which Further Provisions Shall For All Purposes Have The Same Effect As If Set Forth Hereon.

This Bond shall not be entitled to any security or benefit under the Ordinances or be valid and become obligatory for any purpose unless the Certificate of Authentication hereon has been duly executed by the Trustee.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required by the constitution and statutes of the State of Illinois and the Ordinances to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the 1993 Series __ Bonds, is within every debt and other limit prescribed by law.

In Witness Whereof, The City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its City Clerk.

City of Chicago

By: _____
Mayor

[Seal]

Attest:

By: _____
City Clerk

[Form Of Certificate Of Authentication]

Certificate Of Authentication.

This Bond is one of the Bonds described in the within mentioned Ordinances and is one of the Chicago-O'Hare International Airport General Airport Revenue Refunding Bonds, 1993 Series ____, of the City of Chicago.

Harris Trust and Savings Bank, as
Trustee

By: _____
Authorized Signature

[Form Of Reverse Of Bond]

This Bond is one of a duly authorized issue of bonds of the City designated as its "Chicago-O'Hare International Airport General Airport Revenue Refunding Bonds" (herein called the "Bonds"), issued and to be issued in various series under and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and the ordinance adopted by the City Council of the City on March 31, 1983, entitled "An Ordinance Authorizing The Issuance By The City Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds" (herein called the "Bond Ordinance") and the supplemental ordinances authorizing the issuance of such series.

The Bonds are limited obligations of the City payable solely from Revenues (as such term is defined in the Bond Ordinance) derived by the City from the use and operation of Chicago-O'Hare International Airport and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Bond Ordinance of all Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Bond Ordinance, subject only to the provisions of the Bond Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth therein. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal and redemption premium, if any, of, and interest on, the Bonds.

As provided in the Bond Ordinance, Bonds may be issued from time to time pursuant to supplemental ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Ordinance. The aggregate principal amount of Bonds which may be issued pursuant to the Bond Ordinance is not limited and all Bonds issued and to be issued pursuant to the Bond Ordinance are and will be equally secured by the

pledges and covenants made therein, except as otherwise expressly provided or permitted in the Bond Ordinance.

This Bond is one of a series of Bonds designated "1993 Series ____ Bonds" (herein called the "1993 Series ____ Bonds"), issued in an aggregate principal amount of \$ _____ pursuant to the Bond Ordinance and the supplemental ordinance adopted by the City Council of the City on _____, 1993 (said ordinances being herein collectively called the "Ordinances"), for purposes authorized by the Bond Ordinance. Copies of the Ordinances are on file at the office of the City Clerk and at the principal corporate trust office of Harris Trust and Savings Bank in the City of Chicago, State of Illinois, as trustee under the Bond Ordinance or its successor as trustee (herein called the "Trustee") and reference to the Ordinances and any and all supplemental ordinances thereto and modifications and amendments thereof is made for a description of the pledges and covenants securing the 1993 Series ____ Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 1993 Series ____ Bonds with respect thereto and the terms and conditions upon which Bonds are issued and may be issued thereunder.

To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any ordinance amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount of the Bonds then outstanding or, in case less than all of the series of Bonds would be affected thereby, with such consent of the holders of at least two-thirds in principal amount of the Bonds of each series so affected then outstanding, or, in the case of a change in the schedule of Sinking Fund Payments (as defined in the Bond Ordinance), with such consent of the holders of at least two-thirds in principal amount of the outstanding Bonds affected thereby; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. The pledge of Revenues and other moneys and securities under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

Notwithstanding the foregoing, the holder of this 1993 Series ____ Bond is deemed by virtue of such holder's acceptance hereof automatically and irrevocably to have consented to and approved any Supplemental Ordinances which the City may from time to time propose to effect certain amendments and modifications to Article XI of the Bond Ordinance, and such amendments and modifications may take effect without any further action on the part, or for the benefit, of any present or future holder of such 1993 Series ____ Bonds.

This Bond is transferable as provided in the Ordinances, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney. Upon the surrender for registration of transfer hereof, the City shall execute and the Trustee shall authenticate a new 1993 Series ____ Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered 1993 Series ____ Bond. The City and the Trustee may treat and consider the person in whose name this Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The 1993 Series ____ Bonds are issuable in the form of registered Bonds without coupons in the denomination of \$5,000, or any integral multiple thereof. In the manner, subject to the conditions, and upon the payment of the charges, if any, provided in the Ordinances, 1993 Series ____ Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of 1993 Series ____ Bonds of any other authorized denominations, of the same maturity and interest rate.

The 1993 Bonds Series ____ maturing on January 1, ____, and on January 1, ____, respectively, are subject to mandatory redemption, in part, by lot, as provided in the Ordinances from Mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Bonds Due January 1,

Year	Principal Amount
------	---------------------

Bonds Due January 1,

Year	Principal Amount
------	---------------------

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the City Comptroller shall determine.

The 1993 Series ____ Bonds maturing on or after January 1, _____ are subject to redemption otherwise than through such Mandatory Sinking Fund Payments, at the option of the City, on or after _____, as a whole or in part at any time, and if in part in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each 1993 Series ____ Bond to be redeemed, plus if such 1993 Series ____ Bond is to be redeemed in any period shown below, the redemption price, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of the redemption:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)
----------------------------------	---

In the event that any or all of the 1993 Series ____ Bonds are to be redeemed, notice of such redemption (a) shall be given by publication once a week for at least two successive weeks in not less than two newspapers or financial journals printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City of Chicago, State of Illinois, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York, as provided in the Ordinances, the first such publication to be not less than 30 days nor more than 45 days prior to the redemption date, and (b) shall be mailed, postage prepaid, not less than 30 days before the redemption date to the registered owners of any 1993 Series ____ Bonds or portions of the 1993 Series ____ Bonds to be redeemed, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of the 1993 Series ____ Bonds. Notice of redemption having been given as aforesaid, the 1993 Series ____ Bonds, or portions thereof so called for redemption, shall become due and payable on the redemption date so designated at the applicable redemption price herein provided, plus interest accrued and unpaid to the redemption date, and from and after the redemption date so designated, interest on the 1993 Series ____ Bonds, or portions thereof so called for redemption, shall cease to accrue and become payable to the registered owners entitled to payment thereof on such redemption.

No recourse shall be had for the payment of the principal or redemption price of or interest on the Bonds or for any claim based thereon or on the Ordinances against any officer or employee of the City or any natural person executing the Bonds.

[Form Of Assignment]

Assignment.

For value received the undersigned hereby sells, assigns and transfers unto _____ the within Chicago-O'Hare International Airport General Airport Revenue Refunding Bond, 1993 Series __ and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of such Bond in every particular, without alteration or enlargement or any change whatsoever.

Article III.

*Application Of Proceeds Of 1993 Senior Lien Bonds
And Establishment Of Accounts.*

SECTION 3.1 Application Of Proceeds Of 1993 Senior Lien Bonds.

The proceeds of the 1993 Senior Lien Bonds shall be applied for the purposes set forth in Section 2.2 of this Part B in the manner provided in this Article.

SECTION 3.2 Debt Service Reserve Fund.

Upon receipt of the proceeds of the sale of the 1993 Senior Lien Bonds, there shall be deposited from such proceeds in the Debt Service Reserve Fund any amount stated in the Certificate delivered in connection with the issuance of the 1993 Senior Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.3 Establishment Of 1993 Capitalized Interest Account.

There is hereby established in accordance with Section 401 of the General Airport Revenue Bond Ordinance an Account to be designated as the "1993 Capitalized Interest Account". There shall be deposited from the proceeds of the sale of the 1993 Senior Lien Bonds into the 1993 Capitalized Interest Account any amount stated in the Certificate delivered in connection with the issuance of the 1993 Senior Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.4 Other Purposes.

Upon receipt of the proceeds of the 1993 Senior Lien Bonds, there shall be applied from such proceeds the amount, if any, to be so applied as specified in the Certificate delivered in connection with the issuance of such Series pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Part C.

Article I.

Definitions And Authority.

SECTION 1.1 Authority For Part C.

This Part C is authorized pursuant to Section 705 of the General Airport Revenue Bond Ordinance and the Master Indenture (as hereinafter defined).

SECTION 1.2 Definitions.

(a) Except as provided in this Section, all defined terms contained in this Part C and in Part D shall have the same meanings, respectively, as such defined terms are given in the Master Indenture.

(b) As used in this Part C and in Part D, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Master Indenture" means the Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations, dated as of September 1, 1984, as originally executed and delivered by the City and American National Bank and Trust Company of Chicago, as the Master Trustee, and as the same may from time to time be amended or supplemented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"Master Trustee" means American National Bank and Trust Company of Chicago, and its successor in trust, as Trustee under the Master Indenture and as Trustee under any Supplemental Indenture.

"1993 Second Lien Bonds" means the 1993 Second Lien Bonds authorized by Section 2.1 of this Part C.

"1993 Senior Lien Bonds" means the 1993 Senior Lien Bonds authorized by Section 2.1 of Part B of this ordinance.

"Seventh Supplemental Indenture" means the Seventh Supplemental Indenture Securing Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds, 1993 Series C, from the City to the Master Trustee relating to the initial series of 1993 Second Lien Bonds.

"Supplemental Indenture" means a supplemental indenture authorizing a series of 1993 Second Lien Bonds, substantially in the form of the Seventh Supplemental Indenture.

Article II.

Authorization And Details Of 1993 Second Lien Bonds.

SECTION 2.1 Authorization Of 1993 Second Lien Bonds.

(a) The 1993 Second Lien Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed \$630,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1993 Bonds (not to exceed 10% of the principal amount thereof) pursuant to the Master Indenture and one or more Supplemental Indentures for the purpose of refunding prior to maturity all or a portion of the Prior Bonds.

The maximum aggregate principal amount of 1993 Second Lien Bonds and 1993 Senior Lien Bonds that may be issued under or pursuant to this Ordinance is limited to \$630,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1993 Bonds (not to exceed 10% of the principal amount thereof).

(b) The 1993 Second Lien Obligations shall mature not later than January 1, 2018, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on January 1 and July 1 in each year at a rate or rates not in excess of 9% per annum, computed on the basis of a 360 day year consisting of twelve 30 day months, except as authorized in Section 2.6 of this Part C.

(c) The 1993 Second Lien Bonds shall be entitled "Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds" and may be issued in one or more separate series, appropriately designated to indicate the order of their issuance. Each 1993 Second Lien Bond shall be issued in fully registered form and in the denominations set forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Master Indenture and the related Supplemental Indenture.

(d) Principal of and premium, if any, on the 1993 Second Lien Bonds shall be payable at the principal corporate trust office of the Master Trustee or any Paying Agent as provided in the Master Indenture and related Supplemental Indenture. Payment of interest on the 1993 Second Lien Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Master Trustee mailed to the registered owner at his or her address as it appears on the registration books of the City kept by the Master Trustee or at such other address as is furnished to the Master Trustee in writing by such registered owner, or by wire transfer as further provided in the Master Indenture and related Supplemental Indenture.

(e) Subject to the limitations set forth in this Section, authority is hereby delegated to either the Mayor or the City Comptroller to determine the aggregate principal amount of 1993 Second Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding 103% of the principal amount of the 1993 Second Lien Bonds to be so redeemed), the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a redemption price equal to the principal amount of each 1993 Second Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof.

SECTION 2.2 Purposes.

Pursuant to Section 203 of the Master Indenture, the 1993 Second Lien Bonds are to be issued for the following purposes, as determined by the City Comptroller at the time of the sale of the 1993 Second Lien Bonds:

- (a) the refunding prior to maturity of the Prior Bonds;
- (b) the deposit of moneys in the Debt Service Reserve Fund;
- (c) the deposit of moneys in the 1993 Capitalized Interest Account; and
- (d) the payment of the Costs of Issuance of the 1993 Second Lien Bonds.

The proceeds of each series of 1993 Second Lien Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer delivered in connection with the issuance of such series pursuant to the Master Indenture and the related Supplemental Indenture.

SECTION 2.3 Pledge Of Second Lien Revenues.

The 1993 Second Lien Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Second Lien Revenues and by other specified sources pledged under the Master Indenture and the related Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Second Lien Revenues. The 1993 Second Lien Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois.

SECTION 2.4 Approval Of Supplemental Indentures.

The form of Seventh Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized, with respect to each series of 1993 Second Lien Bonds, to execute and deliver a Supplemental Indenture in substantially the form of the Seventh Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such Supplemental Indenture shall be substantially in the form of the Seventh Supplemental Indenture presented to this meeting and may contain such changes or

revisions consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller (including but not limited to changes and revisions necessary to implement the alternate interest rate mechanisms authorized in Section 2.6 of this Part C), the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 2.5 Debt Service Reserve Fund Surety Bond.

The City Comptroller is hereby authorized to arrange for the provision of a Debt Service Reserve Fund Surety Bond as security for all or a portion of the 1993 Second Lien Bonds if the City Comptroller determines that it would be in the best financial interest of the Airport.

SECTION 2.6 Alternate Interest Rate Mechanisms.

If determined by the City Comptroller to be in the best financial interest of the City, all or a portion of the 1993 Second Lien Bonds may be structured utilizing one or more of the interest rate mechanisms described in Exhibit A attached hereto, subject to the following conditions and limitations in addition to those otherwise set forth in this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture, as applicable: (a) the interest rate per annum payable on any 1993 Second Lien Bonds utilizing any such interest rate mechanism shall not exceed 18% per annum (rather than the maximum rate set forth in Section 2.1 of this Part C), and (b) the net liability for the payment of interest on any 1993 Second Lien Bond (after taking into account payments due to the City pursuant to an interest rate swap agreement entered into pursuant to Section 2.7, but without regard to any termination payments required thereunder) shall not exceed the maximum rate set forth in Section 2.1 of this Part C.

SECTION 2.7 Interest Rate Swap And Cap Agreements.

If determined by the City Comptroller to be in the best financial interest of the City, the City Comptroller is authorized to execute and deliver from time to time in the name and on behalf of the City one or more agreements with counterparties selected by the City Comptroller, the purpose of which is to limit the City's interest rate exposure with respect to any 1993 Second Lien Bonds; provided, however, that (a) the stated aggregate notional amount under all such agreements (net of offsetting transactions) at any one time shall not exceed the aggregate principal amount of such 1993 Second Lien Bonds at the time outstanding, (b) any such agreement shall be in substantially the form of the Local Currency-Single Jurisdiction version of the 1992 Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association or comparable agreement, and in appropriate confirmations of

transactions, with such insertions, completions and modifications thereof as shall be approved by the City Comptroller, his execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications, (c) any and all amounts payable by the City under each such agreement shall constitute (i) "General Airport Revenue Bond Debt Service" (as defined in the Airport Use Agreements), which may be included by the City in the relevant calculation of Airport Fees and Charges, or (ii) "Operation and Maintenance Expenses" (as defined in the Airport Use Agreements), which may be included by the City in the relevant calculation of Airport Fees and Charges, (d) under no circumstances shall any amounts payable by the City under, or with respect to, any such agreement constitute an indebtedness of the City for which its full faith and credit is pledged, but such amounts shall be payable solely from legally available funds of the Airport, and (e) any amounts payable by the City under, or with respect to, any such agreement shall be payable from amounts deposited in the Junior Lien Debt Service Fund on a junior and subordinate basis to the payment of principal of and interest on all outstanding Second Lien Obligations and Section 208 Obligations.

Part D.

Miscellaneous.

SECTION 1.1 Application And Definitions.

The provisions of this Part D are applicable to obligations issued pursuant to Part B and Part C of this Ordinance and shall be applied in conjunction therewith. Defined terms contained in Parts A, B and C shall have the same meanings when used in this Part D.

SECTION 1.2 Amendments Relating Solely To The 1993 Senior Lien Bonds.

(a) Pursuant to Section 1102(b) of the General Airport Revenue Bond Ordinance, effective at the times and under the terms otherwise provided in this Part D, but solely with respect to the 1993 Senior Lien Bonds, Section 1103(d) of the General Airport Revenue Bond Ordinance is hereby amended to read as follows:

"(d) Notwithstanding anything to the contrary contained in the provisions of Section 1102 or the foregoing provisions of Section 1103, each holder of one or more 1993 Senior Lien Bonds (as defined in the Ninth Supplemental Ordinance adopted by the City Council of the City on _____, 1993) shall be deemed by virtue of such holder's acceptance

thereof automatically and irrevocably to have consented to and approved any Supplemental Ordinance proposed by the City to effect amendments and modifications in substantially the following form, and such amendments and modifications may take effect without any further action on the part, or for the benefit, of any present or future holder of such 1993 Senior Lien Bonds:

Section 1107. Additional Permitted Amendments.

(a) Subject to Subsection (b) below, for any or all of the following purposes and at any time or from time to time, the City may adopt a Supplemental Ordinance to amend or modify any of the provisions of this Ordinance, which, upon the terms and conditions contained in this Section 1107, shall be fully effective in accordance with its terms:

(1) to authorize the issuance under Article II of this Ordinance of Bonds from time to time in one or more Series for any one or more of the following purposes: (A) the payment, or the reimbursement for the payment, of the costs of one or more capital projects (the "Airport System Capital Projects") at or related to such airports within such geographic area within or surrounding the City as the City may determine appropriate (the "Airport System"), (B) the refunding of any Bonds or other obligations issued to finance or refinance one or more Airport System Capital Projects or (C) the funding of the Debt Service Reserve Fund and any other Fund or Account specified in such Supplemental Ordinance under which such Bonds are issued; including, in each case, payment of Costs of Issuance; or

(2) to terminate or release the pledge of the Revenues and other moneys and securities held or set aside or to be held or set aside under this Ordinance for the benefit of any Bonds then Outstanding and to substitute therefor all or a portion of the Revenues generated by the Airport System which include at least the Revenues; or

(3) take any action or make any provision the City may from time to time determine to be necessary or appropriate to implement the terms of the Memorandum of Understanding dated June 17, 1992, between the Mayor of the City and the Governor of the State of Illinois, as the same may be amended, supplemented, succeeded or otherwise modified.

(b) No amendment or modification to this Ordinance otherwise permitted under the terms of Subsection (a) above shall be effective until such time as the City shall have delivered to the Trustee a certificate to the effect that each of the following conditions as established under the terms of this

Ordinance as in effect on the date that the Ninth Supplemental Ordinance was adopted, have been satisfied:

(1) Parity Bonds. All Bonds shall be on at least a parity as provided in Section 702 with any other funded indebtedness receiving the benefit of all or any portion of the Revenues pledged to the payment of the Bonds;

(2) Rate Covenant. The rate covenant contained in Section 704 of this Ordinance (or a rate covenant containing a coverage ratio of not less than one and twenty-five hundredths times aggregate debt service on all Outstanding Bonds, which ratio shall be calculated in a manner substantially similar to that described in Section 704, modified to reflect the operations of the Airport System taken as a whole), giving effect to the issuance of any Bonds authorized to be issued under such proposed Supplemental Ordinance and any other transactions contemplated thereby, will not be violated;

(3) Additional Bonds Test. The conditions contained in (f), (g), (h) and (i) of Section 206 of this Ordinance could then be satisfied for the issuance of (A) any Bonds authorized to be issued under such proposed Supplemental Ordinance or (B) if no such Bonds are authorized, One Dollar of Additional Bonds; and

(4) Meaning of the Terms "Airport" and "Bonds". Solely in determining whether the conditions contained in Subsections (b)(2) and (b)(3) above have been met with respect to any proposed amendment or modification to this Ordinance, for all purposes under this Ordinance the term (A) "Airport" shall mean any airport within the Airport System, provided that all or any portion of the Revenues generated in connection with such airport, after giving effect to such proposed amendments or modifications to this Ordinance and the transactions contemplated thereby, are or will be pledged for the benefit of Outstanding Bonds and any funded indebtedness incurred to pay the costs of capital projects for such airport and (B) "Bonds" shall mean any parity funded indebtedness incurred in connection with capital projects at the Airport, as defined in (a)(1)(A) above."

(c) For all purposes under the General Airport Revenue Bond Ordinance, immediately upon acceptance of the 1993 Senior Lien Bonds the initial, and each subsequent, holder thereof shall be deemed by virtue of such holder's acceptance thereof automatically and irrevocably to have consented to and approved the amendments and modifications contained in Section 1.2 of this Part D and to have waived compliance with all other requirements of Section 1103 of the General Airport Revenue Bond Ordinance.

SECTION 1.3 Amendments Relating Solely To The 1993 Second Lien Bonds.

(a) Pursuant to Section 802(b) of the Master Indenture, effective at the times and under the terms otherwise provided in this Part D, but solely with respect to the 1993 Second Lien Bonds, Section 803 of the Master Indenture shall be amended to read as follows:

“(d) Notwithstanding anything to the contrary contained in the provisions of Section 802 or the foregoing provisions of Section 803, each holder of one or more 1993 Second Lien Bonds (as defined in the Seventh Supplemental Indenture) shall be deemed by virtue of such holder’s acceptance thereof automatically and irrevocably to have consented to and approved any Supplemental Indenture proposed by the City to effect amendments and modifications in substantially the following form, and such amendments and modifications may take effect without any further action on the part, or for the benefit, of any present or future holder of such 1993 Second Lien Bonds:

Section 807 Additional Permitted Amendments.

(a) Subject to Subsection (b) below, for any or all of the following purposes and at any time or from time to time, the City may enter into a Supplemental Indenture to amend or modify any of the provisions of this Indenture, which, upon the terms and conditions contained in this Section 807, shall be fully effective in accordance with its terms:

(1) to authorize the issuance under Article II of this Indenture of Second Lien Obligations from time to time in one or more Series for any one or more of the following purposes: (A) the payment, or the reimbursement for the payment, of the costs of one or more capital projects (the “Airport System Capital Projects”) at or related to such airports within such geographic area within or surrounding the City as the City may determine appropriate (the “Airport System”), (B) the refunding of any Second Lien Obligations or other obligations issued to finance or refinance one or more Airport System Capital Projects or (C) the funding of the Debt Service Reserve Fund and any other Fund or Account specified in such Supplemental Indenture under which such Second Lien Obligations are issued; including, in each case, payment of Costs of Issuance; or

(2) to terminate or release the pledge of the Second Lien Revenues and other moneys and securities held or set aside or to be held or set aside under this Indenture for the benefit of any Second Lien Obligations then Outstanding and to substitute therefor all or a portion of the revenues generated by the Airport System which include at least the Second Lien Revenues; or

(3) take any action or make any provision the City may from time to time determine to be necessary or appropriate to implement the terms of the Memorandum of Understanding dated June 17, 1992, between the Mayor of the City and the Governor of the State of Illinois, as the same may be amended, supplemented, succeeded or otherwise modified.

(b) No amendment or modification to this Indenture otherwise permitted under the terms of Subsection (a) above shall be effective until such time as the City shall have delivered to the Trustee a certificate to the effect that each of the following conditions, as established under the terms of this Indenture as in effect on the date that the Seventh Supplemental Indenture was entered into, have been satisfied:

(1) Parity Second Lien Obligations. All Second Lien Obligations shall be on at least a parity as provided in Section 702 with any other funded indebtedness receiving the benefit of all or any portion of the Second Lien Revenues pledged to the payment of the Second Lien Obligations;

(2) Rate Covenant. The rate covenant contained in Section 4.04 of this Indenture (or a rate covenant containing a coverage ratio comparable to the coverage ratio set forth in Section 404, which ratio shall be calculated in a manner substantially similar to that described in Section 404, modified to reflect the operations of the Airport System taken as a whole), giving effect to the issuance of any Second Lien Obligations authorized to be issued under such proposed Supplemental Indenture and any other transactions contemplated thereby, will not be violated;

(3) Additional Bonds Test. The conditions contained in (e) and (f) of Section 206 of this Indenture could then be satisfied for the issuance of (A) any Second Lien Obligations authorized to be issued under such proposed Supplemental Indenture or (B) if no such Second Lien Obligations are authorized, One Dollar of additional Second Lien Obligations; and

(4) Meaning of the Terms "Airport" and "Second Lien Obligations". Solely in determining whether the conditions contained in Subsections (b)(2) and (b)(3) above have been met with respect to any proposed amendment or modification to this Indenture, for all purposes under this Indenture the term (A) "Airport" shall mean any airport within the Airport System, provided that all or any portion of the Second Lien Revenues generated in connection with such airport, after giving effect to such proposed amendments or modifications to this Indenture and the transactions contemplated thereby, are or will

be pledged for the transactions contemplated thereby, are or will be pledged for the benefit of Outstanding Second Lien Obligations and any funded indebtedness incurred to pay the costs of capital projects for such airport and (B) "Second Lien Obligations" shall mean any parity funded indebtedness incurred in connection with capital projects at the Airport, as defined in (a)(1)(A) above."

(b) For all purposes under the Master Indenture, immediately upon acceptance of the 1993 Second Lien Bonds the initial, and each subsequent, holder thereof shall be deemed by virtue of such holder's acceptance thereof automatically and irrevocably to have consented to and approved the amendments and modifications contained in Section 1.3 of this Part D and to have waived compliance with all other requirements of Section 803 of the Master Indenture.

SECTION 1.4 Sale Of 1993 Bonds.

(a) Subject to the limitations contained in this Ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell the 1993 Bonds, to Goldman, Sachs & Company and Morgan Stanley & Co., Inc., as representatives of a group of underwriters pursuant to one or more Contracts of Purchase with respect to the 1993 Bonds between the City and such underwriters; provided that the aggregate purchase price of the 1993 Bonds shall not be less than 98% of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof. The 1993 Bonds of each series authorized hereunder may be sold on either a current or a forward delivery basis, all as set forth in the Contract of Purchase as executed and delivered.

(b) The Mayor or the City Comptroller, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized and directed to execute and deliver one or more Contracts of Purchase in substantially the form of the Contracts of Purchase used in connection with the previous sales of airport revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in this Ordinance, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

(c) To evidence the exercise of the authority delegated to the Mayor or the City Comptroller by this Ordinance, the Mayor or the City Comptroller, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of 1993 Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper

exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or City Comptroller shall also file with the City Clerk one copy of each Official Statement and executed Contract of Purchase in connection with the 1993 Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

(d) The City Comptroller is hereby authorized to cause to be prepared the form of Preliminary Official Statement describing the 1993 Bonds. The Preliminary Official Statement shall be in substantially the form of the Official Statements used in connection with previous sales of airport revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the City Comptroller. The distribution of the Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the 1993 Bonds are hereby authorized and approved. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Mayor or the City Comptroller shall deem advisable, and the Mayor or the City Comptroller is authorized to execute and deliver such final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

(e) If determined by the City Comptroller to be in the best financial interest of the City, the City Comptroller is authorized to procure one or more municipal bond insurance policies covering all or a portion of the 1993 Bonds.

SECTION 1.5 Execution And Delivery Of 1993 Bonds.

Pursuant to the General Airport Revenue Bond Ordinance, or the Master Indenture, as applicable, the Mayor shall execute the 1993 Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the 1993 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The 1993 Bonds shall, upon such execution on behalf of the City, be delivered to the Trustee or the Master Trustee, as applicable, for authentication and thereupon shall be authenticated by the Trustee or the Master Trustee, as applicable, and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the 1993 Bonds to or upon the order of the underwriters pursuant to the Contract of Purchase.

SECTION 1.6 Refunding Escrow Agreement.

The form of Refunding Escrow Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute and deliver the Refunding Escrow Agreement in substantially the form of the Refunding Escrow Agreement presented to this meeting for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Refunding Escrow Agreement may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. In connection with the execution and delivery of the Refunding Escrow Agreement the City Comptroller is hereby authorized to execute and deliver, or to direct the Trustee to execute and deliver, an agreement providing for the purchase of investments with funds held under the Refunding Escrow Agreement.

SECTION 1.7 Debt Service Reserve Fund Excess.

If, as a result of the issuance of the 1993 Bonds, the amount held to the credit of the Debt Service Reserve Fund under the General Airport Revenue Bond Ordinance exceeds the Debt Service Reserve Fund Requirement thereunder, such excess may be applied as directed by the City Comptroller. Such application shall be consistent with the terms and provisions of the General Airport Revenue Bond Ordinance and may include a transfer to the Revenue Fund pursuant to Section 503(f) of the General Airport Revenue Bond Ordinance for the purpose of making a deposit into the Special Capital Projects Fund under the General Airport Revenue Bond Ordinance.

SECTION 1.8 Paying Agents.

Pursuant to Section 1302 of the General Airport Revenue Bond Ordinance, the Trustee is hereby appointed as a Paying Agent for the 1993 Senior Lien Bonds and the Mayor or the City Comptroller is hereby authorized to appoint one or more banks, trust companies or national banking associations having the powers of a trust company doing business or having an office in the Borough of Manhattan, City and State of New York, as additional Paying Agents for the 1993 Senior Lien Bonds.

SECTION 1.9 Tax Directives.

In furtherance of Section 713 of the General Airport Revenue Bond Ordinance and Section 413 of the Master Indenture, the City shall, by delivery of a Certificate, direct the applicable Trustee (a) to make specific transfers from any Capitalized Interest Account or any other Account in the Construction Fund to another Account in the Construction Fund or to the

Debt Service Fund or (b) to limit or restrict the investment yield on all or any part of amounts on deposit in any Fund or Account in accordance with instructions set forth in such Certificate. Any such direction shall be based upon a determination by the City (which determination may be made in reliance upon an opinion of Bond Counsel) that such transfer or transfers or such limitation or restriction on investment yield is necessary to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance or Section 413 of the Master Indenture. The City further covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance and Section 413 of the Master Indenture. Nothing contained in this Ordinance shall limit the ability of the City to issue a portion of the 1993 Bonds as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code for the purpose of paying the Costs of Issuance and all or a portion of the redemption premium payable with respect to the Prior Bonds.

SECTION 1.10 Restriction On Sale Or Transfer Of Airport.

The City covenants for the benefit of the holders and owners from time to time of all bonds issued and outstanding under the General Airport Revenue Bond Ordinance ("First Lien Bonds") and all bonds issued and outstanding under the Master Indenture ("Second Lien Bonds") that it shall not, directly or indirectly, permit the sale, conveyance, mortgage, encumbrance or other disposition of all or substantially all of the Airport or transfer of control of all or substantially all of the Airport, whether of its aviation operations, financial operations or otherwise (any of the foregoing being referred to for purposes of this Section 1.10 as a "transfer") unless prior thereto all of the following conditions shall have been met:

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

(b) evidence shall have been obtained in writing confirming that such transfer shall not adversely affect any rating on any First Lien Bonds or Second Lien Bonds issued by any rating agency;

(c) a certificate shall have been received from the Independent Airport Consultant, certifying that in each Bond Year and Fiscal Year, as the case may be, during the five-year period commencing after the Fiscal Year in which such transfer occurs, the Revenues together with any cash balance held in the Revenue Fund on the first day of such Bond Year or Fiscal Year not then required to be deposited in any Fund or Account of subaccount thereof, and investment earnings for such Bond Year or Fiscal Year on moneys held in the Debt Service Fund and the Debt Service

Reserve Fund will be at least sufficient to pay (i) the aggregate amounts that will be required pursuant to Section 503 of the General Airport Revenue Bond Ordinance to be deposited during such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Project Fund and the Junior Lien Obligation Debt Service Fund and (ii) at least 125% of the Aggregate Debt Service for the Bond Year commencing during such Fiscal Year reduced by an amount equal to the aggregate amounts held in any Capitalized Interest Account for disbursements during such Bond Year to pay interest on the Bonds;

(d) written consent to such transfer shall have been received from the holders and owners of all First Lien Bonds and Second Lien Bonds then Outstanding;

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

(f) written consent to such transfer shall have been received from each provider of credit enhancement of all or a portion of the First Lien Bonds or Second Lien Bonds, including, without limitation, the provider of any municipal bond guaranty insurance policy or any surety bond issued in connection therewith, or any letter of credit guaranteeing the payment of or interest on the First Lien Bonds or Second Lien Bonds when due.

For purposes of this Section 1.10 the performance of this covenant shall be deemed to be material to the holders and owners of the First Lien Bonds and Second Lien Bonds.

SECTION 1.11 Public Hearing.

The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of the public hearing required under Section 147(f) of the Code in connection with the proposed issuance of the 1993 Bonds. The City Council hereby directs that no 1993 Bonds shall be issued unless and until the requirements of said Section 147(f), including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue 1993 Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this ordinance are hereby ratified and confirmed.

SECTION 1.12 Performance Provisions.

The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture, including but not limited to, the exercise following the delivery date of any of the 1993 Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to the 1993 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, the City Comptroller, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture or to evidence said authority.

SECTION 1.13 Proxies.

The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each 1993 Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance, the General Airport Revenue Bond Ordinance and the Master Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

SECTION 1.14 Severability.

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

SECTION 1.15 Prior Inconsistent Ordinances.

If any provision of this Ordinance is in conflict with or inconsistent with any ordinances (except the General Airport Revenue Bond Ordinance) or resolutions or parts of ordinances or resolutions or other proceedings of the City in effect as of the date hereof, the provisions of this ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency.

SECTION 1.16 Effective Date.

This ordinance shall take effect immediately upon its enactment.

Exhibit "A", Seventh Supplemental Indenture and Refunding Escrow Agreement attached to this ordinance reads as follows:

Exhibit "A".

Alternate Interest Rate Mechanisms.

PARS/INFLOS are structured with fixed interest payments that are divided between two classes of investors -- PARS holders and INFLOS holders. Equal amounts of PARS and INFLOS are issued. The PARS interest rate is a variable rate determined every 35 days (or every 6 months; determined at the time of pricing) through a "dutch auction" process in which the interest rate is set at the lowest bid which provides sufficient purchasers for all PARS offered for sale in a given auction. The interest rate on the INFLOS is reset at the same time varying inversely with the PARS rate. The INFLOS rate is determined by subtracting the PARS rate from the fixed amount payable by the issuer. As a result, the interest rate on the INFLOS will decrease as the PARS rate increases, and increase as the PARS rate decreases.

INDEXED INFLOS are structured with a 15 to 30 year maturity which has a floating interest rate for an initial period of one to ten years that moves inversely with a published variable-rate index (e.g., PSA, JJ Kenny), and a predetermined fixed rate for the remaining years until maturity. Even though the bondholder receives an inverse floating rate for a specified time period, a hedging transaction (an interest rate swap) allows the issuer to achieve an effective fixed rate for the entire term of the bonds. INDEXED INFLOS are structured such that if the counterparty defaults on the swap, the issuer is obligated to make only the 6-month interest payment at the INDEXED INFLOS rate (as opposed to being exposed to inverse floating rate risk for the remainder of the 1 to 10 year initial floating rate period) -- and thereafter the rate on the INDEXED INFLOS will be the fixed rate.

INDEXED CAPS are structured, for an initial period between one to ten years, such that the issuer would pay a supplemental coupon (in addition to the fixed rate coupon) to compensate bondholders in the event of a substantial rise in short-term rates as measured by a published variable rate index (e.g., PSA, JJ Kenny). In turn, the issuer would purchase an interest rate cap to cover its interest rate exposure during the floating rate period. The INDEXED CAPS are structured such that if the counterparty defaults on the cap, the issuer is obligated to make only the 6-month interest payment at the floating rate (as opposed to being exposed to inverse floating rate risk for the remainder of the 1 to 10 year initial floating rate period) -- and thereafter the rate of the INDEXED CAPS will be the fixed rate.

City Of Chicago

To

*American National Bank And Trust Company Of Chicago,
As Trustee*

Seventh Supplemental Indenture

*Securing
Chicago-O'Hare International Airport General Airport
Second Lien Revenue Refunding Bonds,
1993 Series C.*

Dated As Of October 1, 1993.

Supplementing a Master Indenture of Trust Securing Chicago-O'Hare

International Airport Second Lien Obligations dated as of September 1, 1984 between the City of Chicago and American National Bank and Trust Company of Chicago, as Trustee.

Seventh Supplemental Indenture.

This Seventh Supplemental Indenture, made and entered into as of October 1, 1993, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to American National Bank and Trust Company of Chicago (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located at 33 North LaSalle Street, Chicago, Illinois, as Trustee;

Witnesseth:

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

Whereas, The City currently owns and operates an airport known as Chicago-O'Hare International Airport; and

Whereas, The City has heretofore determined to improve and expand said airport and to issue Second Lien Obligations (as hereinafter defined), payable solely from Second Lien Revenues (as hereinafter defined), to pay the cost of improvements to, and expansions of, said airport; and

Whereas, The City has entered into a Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations, dated as of September 1, 1984, with the Trustee (as previously supplemented, the "Indenture") which authorizes the issuance of such Second Lien Obligations in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined); and

Whereas, The City has heretofore issued \$_____ aggregate principal amount of Second Lien Obligations pursuant to the Indenture of which \$_____ aggregate principal amount remains outstanding; and

Whereas, In order to refund prior to maturity certain outstanding General Airport Revenue Bonds (as defined in the Master Indenture), the City has authorized the issuance and sale of \$ _____ aggregate principal amount of Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds, 1993 Series C (the "Bonds"), pursuant to the Indenture and this Seventh Supplemental Indenture; and

Whereas, The Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following form with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Seventh Supplemental Indenture, to wit:

[Form Of Bond]

No. R- _____ \$ _____

United States Of America

State Of Illinois

City Of Chicago.

Chicago-O'Hare International Airport
General Airport Second Lien Revenue Refunding Bond, 1993 Series C.

Interest	Maturity	Dated	
Rate	Date	Date	C.U.S.I.P.

City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to _____, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum of _____ Dollars (\$ _____) and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date

(as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360 day year consisting of twelve 30 day months, payable on _____ 1, 1994 and semi-annually thereafter on each January 1, and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee, or its successor in trust (the "Trustee"); provided, however, payment of the interest on any Interest Payment Date (as defined in the hereinafter defined Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the hereinafter defined Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at his or her address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; except, in each case, 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 registered owners as provided in the Indenture.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture (as hereinafter defined) pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

It Is Hereby Certified, Recited and Declared, That all acts and conditions required to be performed precedent to and in the execution and delivery of the indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

In Witness Whereof, The City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its Deputy City Clerk.

Date: _____

City of Chicago

By: _____
Mayor

[Seal]

Attest:

By: _____
Deputy City Clerk

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

American National Bank and Trust
Company of Chicago, as Trustee

By: _____
Authorized Signature

[Form Of Reverse Of Bond]

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to \$_____ (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations dated as of September 1, 1984, from the City to American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois (the "Trustee"), as supplemented by a Seventh Supplemental Indenture Securing Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1993 Series C, dated as of October 1, 1993, from the City to the Trustee (collectively, the "Indenture"), for the purpose of refunding prior to maturity certain outstanding General Airport Revenue Bonds (as defined in the Indenture) and paying costs and expenses incidental thereto and to the issuance of the Bonds.

The Bonds and the interest thereon are payable from Second Lien Revenues (as defined in the Indenture) pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee.

This Bond is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefore.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture.

Bonds may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by his or her duly authorized attorney, upon surrender thereof together with a written instrument of transfer

executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20__, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
	\$

The Bonds maturing on January 1, 20__, are subject to mandatory

redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
	\$

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the City Comptroller shall determine.

The Bonds maturing on or after January 1, 20__ are subject to redemption otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, 20__, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus if such Bond is to be redeemed in any period shown below, the redemption price, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of the redemption:

Period (both sides inclusive)	Redemption Price (expressed as a percentage)
----------------------------------	---

Notice of any such redemption must be given by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part and limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form Of Assignment]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif. Gift Min. Act --

Ten. Com. --	as tenants in common	_____ Custodian _____
		(Cust.) (Minor)
Ten. Ent. --	as tenants by the entireties	under Uniform Gifts to Minors,
Jt. Ten. --	as joint tenants with right of survivorship and not as tenants in common	Act _____
		(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, the undersigned sells, assigns and transfers unto

 (Name and Address of Assignee)
 the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____ to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Now, Therefore, This Seventh Supplemental Indenture Witnesseth:

Granting Clauses.

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of One Dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest, in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):

Granting Clause First.

All right, title and interest of the City in and to Junior Lien Revenues and Second Lien Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

Granting Clause Second.

All moneys and securities from time to time held by the Trustee under the terms of this Seventh Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

Granting Clause Third.

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected

hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

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

In Trust Nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

Provided, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this Seventh Supplemental Indenture Agreement and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Seventh Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Seventh Supplemental Indenture shall remain in full force and effect.

This Seventh Supplemental Indenture Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owner of the Bonds, as follows:

Article I.

Definitions.

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Seventh Supplemental Indenture:

"Bond Counsel" means an attorney or firm of attorneys nationally recognized in the area of municipal bonds and the exemption from Federal income tax of the interest thereon.

"Bond Registrar" means the person designated to serve as Bond Registrar pursuant to Section 2.09.

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

"Bonds" means the Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds, 1993 Series C, authorized to be issued pursuant to Section 2.01 hereof.

"Business Day" means a day on which banks located in the city in which the principal corporate trust office of the Trustee is located are not required or authorized to remain closed, and are not in fact closed and on which the New York Stock Exchange is not closed.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

"Code" means the United States Internal Revenue Code of 1986, as amended, to the extent applicable to the Bonds and otherwise shall mean the Internal Revenue Code of 1954, as amended. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the date of issuance of the Bonds.

"Costs of Issuance Account" means the account of that name established in the 1993 Series C Dedicated Sub-Fund as described in Section 4.02 hereof.

"Date of Issuance" means the date of original issuance and delivery of the Bonds hereunder.

"Debt Service Reserve Account" means the account of that name established in the 1993 Series C Dedicated Sub-Fund as described in Section 4.02 hereof.

"Indenture" means the Master Indenture of Trust Securing Chicago-O'Hare International Airport General Airport Second Lien Obligations, dated as of September 1, 1984, from the City to the Trustee, pursuant to which Second Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this Seventh Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture as originally executed.

"Interest Payment Date" means January 1 and July 1 of each year, commencing _____ 1, 1994.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and 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 by notice to the Trustee.

"M.S.T.C." means Midwest Securities Trust Company, and its successors and assigns.

"1993 Series C Dedicated Sub-Fund" means the fund of that name established and described in Section 4.02 hereof.

"Ordinance" means the ordinance duly adopted and approved by the City Council of the City on _____, 1993, Part C and, to the extent applicable, Parts A and D of which authorize the issuance and sale of the Bonds and the execution of this Seventh Supplemental Indenture.

"Participant", when used with respect to any Securities Depository, means any participant of such Securities Depository.

"Principal and Interest Account" means the account of that name established in the 1993 Series C Dedicated Sub-Fund as described in Section 4.02 hereof.

"Prior Bonds" means certain Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and B and 1985 Series A, of the City, as described in the Refunding Escrow Agreement.

"Program Fee Account" means the account of that name established in the 1993 Series C Dedicated Sub-Fund as described in Section 4.02 hereof.

"Record Date" means June 15 and December 15 of each year.

"Refunding Escrow Agreement" means the Refunding Escrow Agreement dated as of October 1, 1993, between the City and the First Lien Trustee, as Escrow Agent.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions hereof.

"Reserve Requirement" means an amount equal to _____ percent (_____%) of the original principal amount of the Bonds.

"Securities Depository" means M.S.T.C. and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds.

"Seventh Supplemental Indenture" means this Seventh Supplemental Indenture and any amendments and supplements hereto.

"S & P" means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and 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 by notice to the Trustee.

"State" means the State of Illinois.

"Trustee" means American National Bank and Trust Company of Chicago, a national banking association organized and existing under the laws of the United States of America, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee hereunder.

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

*Article II.**The Bonds.*

Section 2.01 Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this Seventh Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to pay and retire the Prior Bonds in accordance with the Refunding Escrow Agreement. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$ _____ except as provided in Section 2.08 hereof.

Section 2.02 Issuance of Bonds; Denominations; Numbers.

The Bonds shall be designated "City of Chicago, Chicago-O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds, 1993 Series C".

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued in denominations of \$5,000 each or any integral multiple thereof. The Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The Bonds shall be dated October 1, 1993. The Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

Year	Principal Amount	Interest Rate
------	---------------------	------------------

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing _____ 1, 1994. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30 day months.

Section 2.03 The Bonds.

The principal of and the redemption premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America.

The principal of and redemption premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. The interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at his or her address as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to a Registered Owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on such Record Date.

Section 2.04 Execution; Limited Obligations.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its Deputy City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and pursuant to an ordinance duly adopted by the City Council of the City, which ordinance authorizes the execution and delivery of this Seventh Supplemental Indenture. The Bonds are not general obligations of the City but limited obligations payable solely from the Second Lien Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the 1993 Series C Dedicated Sub-Fund and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this Seventh Supplemental Indenture. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or

such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

Section 2.05 Authentication.

No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Seventh Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Seventh Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if (a) signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

Section 2.06 Form Of Bonds; Temporary Bonds.

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

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in denominations of \$5,000 or multiples thereof of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.07 Delivery Of Bonds.

Upon the execution and delivery of this Seventh Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

(1) A copy, duly certified by the Deputy City Clerk of the City, of the Ordinance;

(2) A copy, duly certified by the Deputy City Clerk of the City, of the General Airport Revenue Bond Ordinance;

(3) Original executed counterparts of the Indenture and this Seventh Supplemental Indenture;

(4) A counsel's Opinion or Opinions to the effect that (i) the City had the right and power to adopt the General Airport Revenue Bond Ordinance and the Ordinance; (ii) the General Airport Revenue Bond Ordinance and the Ordinance have been duly and lawfully adopted by the City Council, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms; (iii) the Indenture and this Seventh Supplemental Indenture create the valid pledge of Junior Lien Revenues, Second Lien Revenues and moneys and securities which they purport to create; and (iv) upon the execution, authentication and delivery thereof, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois and the Ordinance;

(5) A written order as to the delivery of the Bonds, signed by an Authorized Officer and stating (i) the identity of the purchasers, the aggregate purchase price and date and place of delivery and (ii) that no Event of Default has occurred and is continuing under the General Airport Revenue Bond Ordinance, the Indenture or this Seventh Supplemental Indenture;

(6) A Certificate stating that Annual Second Lien Debt Service with respect to the Bonds in each year the Bonds will be Outstanding constitutes "General Airport Revenue Bond Debt Service" (as defined in the Airport Use Agreements) and may be included in the relevant calculations of Airport Fees and Charges; and

(7) A Certificate stating that Majority-in-Interest approval for the issuance of the Bonds has been obtained.

Section 2.08 Mutilated, Lost, Stolen Or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event

any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.09 Registration And Exchange Of Bonds; Persons Treated As Owners.

The City shall cause books for the registration and for the transfer of the Bonds as provided in this Seventh Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond for a like aggregate principal amount.

Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity of other authorized denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by or on behalf of the City by notice mailed to the Registered Owners of Bonds not

less than ten days preceding such Record Date, which Record Date shall be not more than thirty (30) days prior to the subsequent interest payment date.

As to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer, of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

Section 2.10 Book-Entry Provisions.

The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with M.S.T.C. or another Securities Depository, any provisions of this Seventh Supplemental Indenture to the contrary notwithstanding.

(a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in next day funds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Seventh Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) Replacement of the Securities Depository. If (i) the City determines or (ii) the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the Bonds and the 1993 Series B Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities

as a securities depository or that it is in the best interests of the beneficial owners that they obtain certificated Bonds, the City may (or in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) **Discontinuance of Book-Entry or Change of Securities Depository.** If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in \$5,000 denominations or any integral multiple thereof, be payable as to interest on the interest payment dates of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than \$1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such interest payment date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address at least fifteen (15) days prior to such Record Date (which notice may provide that it will remain in effect with respect to subsequent interest payment dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) **Effect of Book-Entry System.** The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

Article III.

Redemption Of Bonds Before Maturity.

Section 3.01 Redemption Dates And Prices.

The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) Optional Redemption.

The Bonds maturing on or after January 1, 20__, are subject to redemption otherwise than from mandatory Sinking Fund Payments at the option of the City, on or after January 1, 20__, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus if such Bond is to be redeemed in any period shown below, the redemption price, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of the redemption:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)
----------------------------------	---

(b) Mandatory Sinking Fund Redemption.

The Bonds maturing on January 1, 20__, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount
------	---------------------

If the City redeems Bonds pursuant to optional redemption or purchases

Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the City Comptroller shall determine.

Section 3.02 Notice Of Redemption.

Notice of the Redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of such redemption notice not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner of any Bond receives the notice.

Section 3.03 Deposit Of Funds.

For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date to be applied in accordance with the provisions of Section 4.05 hereof.

Section 3.04 Partial Redemption Of Bonds.

(a) In case a Bond is of a denomination larger than \$5,000, all or a portion of such Bond (equal to \$5,000 or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to \$5,000 or any integral multiple thereof.

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

Section 3.05 Selection Of Bonds For Redemption.

If less than all of the Bonds of a maturity are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

Article IV.

Revenues And Funds.

Section 4.01 Source Of Payment Of Bonds.

The Bonds are not general obligations of the City but are limited obligations as described in Section 2.04 hereof and as provided herein and in the Indenture.

Section 4.02 Creation Of Sub-Fund, Accounts And Sub-Account In The Second Lien Revenue Fund.

(a) Creation of 1993 Series C Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Second Lien Revenue Fund, such sub-fund to be designated the "Chicago-O'Hare International Airport 1993 Series C Second Lien Bond Dedicated Sub-Fund" (hereinafter called the "1993 Series C Dedicated Sub-Fund"). Moneys on deposit in the 1993 Series C Dedicated Sub-Fund, and in each Account and Sub-Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds and the Credit Provider, and shall not be used or available for the payment of any other Second Lien Obligations.

(b) Creation of Accounts and Sub-Account. There are hereby created by the City and ordered established with the Trustee separate Accounts within the 1993 Series C Dedicated Sub-Fund, and a separate Sub-Account within one of said Accounts, designated as follows:

(1) Costs of Issuance Account: an Account to be designated the "Chicago-O'Hare International Airport 1993 Series C Second Lien Costs of Issuance Account" (hereinafter called the "Costs of Issuance Account");

(2) Program Fee Account: an Account to be designated the "Chicago-O'Hare International Airport 1993 Series C Program Fee Account" (hereinafter called the "Program Fee Account");

(3) Debt Service Reserve Account: an Account to be designated the "Chicago-O'Hare International Airport 1993 Series C Debt Service Reserve Account" (hereinafter called the "Debt Service Reserve Account"); and

(4) Principal and Interest Account: an Account to be designated the "Chicago-O'Hare International Airport 1993 Series C Principal and Interest Account" (hereinafter called the "Principal and Interest Account").

Section 4.03 Application Of Bond Proceeds.

The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) Principal and Interest Account: the Trustee shall deposit into the Principal and Interest Account accrued interest received upon the sale of the Bonds;

(b) Transfer to First Lien Trustee: the amount of \$ _____ shall be transferred to the First Lien Trustee to be applied in accordance with the Refunding Escrow Agreement; and

(c) Costs of Issuance Account: the Trustee shall deposit the amount of \$ _____ into the Costs of Issuance Account.

Section 4.04 Deposits Into 1993 Series C Dedicated Sub-Fund And Accounts Therein.

On January 1 and July 1 of each year, commencing January 1, 1994 (each such date referred to herein as the "Deposit Date") there shall be deposited into the 1993 Series C Dedicated Sub-Fund an amount equal to the aggregate of the following amounts (such aggregate amount with respect to any Deposit Date being referred to herein as the "1993 Series C Deposit Requirement"):

(a) for deposit into the Principal and Interest Account an amount equal to the amount of principal of (including mandatory Sinking Fund Payments) and interest on the Bonds due on such Deposit Date;

(b) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement; and

(c) for deposit into the Program Fee Account the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all fees and expenses with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

In addition to the 1993 Series C Deposit Requirement, there shall be deposited into the 1993 Series C Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Seventh Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 1993 Series C Dedicated Sub-Fund and to one or more accounts therein.

Section 4.05 Use Of Moneys In Certain Accounts For Payment Of Bonds.

Moneys in the Principal and Interest Account and the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity. Funds for such payments shall be derived from the following source or sources but only in the following order of priority:

(a) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds (including the optional redemption of Bonds pursuant to Section 3.01 (a) hereof) and not otherwise provided for, from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind; and

(b) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds and not otherwise provided for, from amounts held in the Debt Service Reserve Account (except for any amounts therein representing investment income required to be paid to the First Lien Trustee pursuant to Section 5.02 hereof), ratably, without preference or priority of any kind.

Section 4.06 Use Of Moneys In The Program Fee Account.

Moneys deposited into the Program Fee Account pursuant to Section 4.04(c) hereof shall be used solely for the payment of fees and expenses with respect to the Bonds as set forth in a Certificate filed with the Trustee.

Section 4.07 Tax Covenants.

The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from

Federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds".

Section 4.08 Non-Presentation Of Bonds.

In the event any Bond 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 any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owners thereof for the payment of such Bonds shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under the Indenture or this Seventh Supplemental Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two (2) years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

Before being required to make any such payment to the City, the Trustee may, at the expense of the City, publish such notice as may be deemed appropriate by the Trustee listing the Bonds so payable and not presented, and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be paid to the City. The obligation of the Trustee under this Section 4.08 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.09 Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Seventh Supplemental Indenture shall be held by the Trustee in trust as provided in

Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 4.10 Debt Service Reserve Account.

[(a) Concurrent with the issuance and delivery of the Bonds, the City shall deliver or cause to be delivered to the Trustee a Qualified Reserve Account Credit Instrument in an amount equal to the Reserve Requirement. The Trustee shall hold the Qualified Reserve Account Credit Instrument to the credit of the Debt Service Reserve Account.

(b) The Trustee shall draw upon or otherwise collect amounts payable under the Qualified Reserve Account Credit Instrument prior to any expiration or termination thereof and whenever moneys are otherwise required for the purposes for which Debt Service Reserve Account moneys may be applied under this Seventh Supplemental Indenture.

(c) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments or (iii) a combination thereof, provided that the City shall not be in violation of this requirement during any period if during such period the City is in compliance with the requirements of Section 404 of the Indenture. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 305 of the Indenture.

(d) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Seventh Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a pro-rata basis. Amounts deposited in the 1993 Series C Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Debt Service Reserve Account shall be applied first to pay any 1993C Credit Agreement Obligations due to the Credit Provider under the 1993C Credit Agreement and next to make deposits into the Debt Service Reserve Account.]

Article V.

Investment Of Moneys.

Section 5.01 Investment Of Moneys.

Moneys held in the funds, accounts and sub-accounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or sub-account for which they were made.

Section 5.02 Investment Income.

The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or sub-account for which such investment was made; provided, however, that any interest earned on, and any profit resulting from, the investment of moneys on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the First Lien Trustee for deposit into the Revenue Fund established under the General Airport Revenue Bond Ordinance.

Article VI.

Discharge Of Lien.

Section 6.01 Defeasance.

If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1101 of the Indenture, then this Seventh Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this Seventh Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Funds, Accounts and other moneys or securities held by them pursuant to this Seventh Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

Article VII.

Concerning The Trustee.

Section 7.01 Acceptance Of Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Seventh Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this Seventh Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Seventh Supplemental Indenture other than as set forth in the Indenture and this Seventh Supplemental Indenture, and this Seventh Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 7.02 Dealing In Bonds.

The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depository, trustee, or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

Article VIII.

Supplemental Indentures.

Section 8.01 Supplements Or Amendments To Seventh Supplemental Indenture.

This Seventh Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

Article IX.

Miscellaneous.

Section 9.01 Seventh Supplemental Indenture As Part Of Indenture.

This Seventh Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Second Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 9.02 Severability.

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

Section 9.03 Payments Due On Saturdays, Sundays And Holidays.

If any payment of interest or principal or redemption premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 9.04 Counterparts.

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

Section 9.05 Rules Of Interpretation.

Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Seventh Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 9.06 Captions.

The captions and headings in this Seventh Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Seventh Supplemental Indenture.

In Witness Whereof, City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, and Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

City of Chicago

By: _____
City Comptroller

[Seal]

Attest:

By: _____
Deputy City Clerk

American National Bank and Trust
Company of Chicago, as Trustee

By: _____
Authorized Signatory

[Seal]

Attest:

By: _____
 Authorized Signatory

Refunding Escrow Agreement.

This Refunding Escrow Agreement, dated as of [October 1, 1993], by and between the City of Chicago (the "City"), a municipal corporation under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970, and Harris Trust and Savings Bank (the "Escrow Agent"), an Illinois banking corporation having trust powers, with its principal office located in the City of Chicago, Illinois, not individually but in the capacity as hereinafter described, for and in consideration of mutual covenants set forth:

Witnesseth:

Whereas, The City owns and operates Chicago-O'Hare International Airport (the "Airport"); and

Whereas, The City has heretofore issued the following series of General Airport Revenue Bonds currently outstanding in the amounts set forth below (the "Prior Bonds"):

Series	Outstanding Principal Amount
1983 Series A and B	\$159,150,000
1985 Series A	\$442,130,000

; and

Whereas, Each series of Prior Bonds was issued pursuant to an ordinance adopted by the City Council of the City on March 31, 1983, and entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds", as supplemented by a supplemental ordinance authorizing each such series of Prior Bonds (collectively, the "General Airport Revenue Bond Ordinance"); and

Whereas, The Escrow Agent is currently serving as Trustee under the General Airport Revenue Bond Ordinance; and

Whereas, The City has issued its Chicago-O'Hare International Airport General Airport Revenue Refunding Bonds, 1993 Series A (the "Bonds") under the General Airport Revenue Bond Ordinance in order to provide moneys that, together with certain other moneys available to the City under the General Airport Revenue Bond Ordinance, are sufficient to refund prior to maturity the Refunded Bonds (as hereinafter defined) consisting of [all] a portion of the Prior Bonds;

Now, Therefore, In consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Article I.

Definitions.

In addition to the words and terms defined in the preambles hereto, the following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning.

"Agreement" means this Refunding Escrow Agreement, dated as of [October 1, 1993].

"Call Date" and "Redemption Price" mean with respect to the Refunded Bonds, the following dates and redemption prices:

Series	Applicable Call Date	Applicable Redemption Price
1983 Series A and B	1/1/94	103%
1985 Series A	1/1/94	102%

"City Comptroller" means the City Comptroller of the City.

"City Treasurer" means the City Treasurer of the City.

"Defeasance Report" means the report of _____, certified public accountants, Chicago, Illinois, attached hereto as (Sub)Exhibit E, that the principal of, interest on and profit realized from the Government Obligations, when received, will be sufficient at all times to pay when due and as called for redemption all principal of and interest on, and redemption price of, the Refunded Bonds.

"Escrow Account" means the trust fund created under the terms of this Agreement with the Escrow Agent and comprised of the Government Obligations as more fully described in Section 2.02 hereof.

"Escrow Agent" means Harris Trust and Savings Bank, an Illinois Banking corporation, with its principal office located in the City of Chicago, Illinois, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

"Forward Supply Agreement" means that certain Forward Sale Agreement dated [October ____, 1993] between the Escrow Agent and the Security Provider.

"Government Obligations" means non-callable direct obligations of the United States of America (being United States Bills, Notes, Bonds or STRPS; or SLGS) deposited hereunder.

"Refunded Bonds" means the [portions of the] Prior Bonds described in (Sub)Exhibit A attached hereto.

["Security Provider" means _____, in the City of New York, New York.]

"SLGS" means United States Treasury Obligations, State and Local Government Series.

"Trustee" means Harris Trust and Savings Bank, in the City of Chicago, Illinois, as Trustee under the General Airport Revenue Bond Ordinance.

Article II.

Creation Of Escrow.

2.01

The Refunded Bonds are hereby refunded as to all interest, principal and redemption price from the date hereof by the deposit with the Escrow Agent of moneys sufficient to purchase the Government Obligations described in 2.02 hereof, which Government Obligations (together with the beginning deposit of funds as described herein) will provide all moneys necessary to pay when due and as called for redemption all principal of and interest on, and redemption price of, the Refunded Bonds.

2.02

The City has deposited with the Escrow Agent at the execution and delivery of this Escrow Agreement the sum of \$ _____ derived from proceeds of the Bonds ("Proceeds") and the sum of \$ _____ derived from funds of the City on hand and lawfully available for the purpose ("Airport Funds"). The Proceeds and the Airport Funds have been used to acquire the Government Obligations and to establish a beginning cash balance ("Beginning Cash").

The Escrow Agent now holds the Government Obligations listed in (Sub)Exhibit B attached hereto.

2.03

The Escrow Agent and the City have each received and reviewed the Defeasance Report. Based upon the Defeasance Report, the City represents that the Government Obligations and the Beginning Cash Balance will be sufficient, without reinvestment, to pay the principal of, redemption premium, and interest on the Refunded Bonds at the times established in this Agreement.

Article III.

Covenants Of Escrow Agent.

The Escrow Agent covenants and agrees with the City as follows:

3.01

The Escrow Agent will hold the Government Obligations and all interest, income and profit derived therefrom and all uninvested cash in a segregated and separate trust fund account for the sole and exclusive benefit of the holders and registered owners of the Refunded Bonds, all as to the purposes for which escrowed.

3.02

From time to time at each interest or principal payment date, certain ending balances may exist. The Escrow Agent agrees, without further order or direction whatever, to reinvest such ending balances in accordance with the terms of this section.

To the extent and at the times set forth in the Forward Supply Agreement the Escrow Agent shall purchase the Government Obligations described in the Forward Supply Agreement. The Escrow Agent acknowledges that the schedule of amounts available for reinvestment pursuant to the Forward Supply Agreement appears as [Schedule III] of the Defeasance Report. Any ending balances not required to be applied pursuant to the Forward Supply Agreement shall be reinvested, to the fullest extent possible, but only in Government Obligations scheduled to mature on the earlier of the next January 1 or July 1. Such reinvestments must be purchased at market prices.

3.03

The Escrow Agent shall hold all balances not invested or reinvested as hereinabove described and on deposit in the Escrow Account on demand and in trust for the purposes hereof.

3.04

The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Obligations which would cause the Bonds or the Refunded Bonds to be classified as "arbitrage bonds" under applicable sections of the Internal Revenue Code of 1986 and all lawful regulations promulgated thereunder; provided that it shall be under no duty to affirmatively inquire whether the Government Obligations as initially or subsequently deposited are properly invested under said sections and regulations; and provided, further, that it may rely conclusively on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

3.05

Except as provided in the Forward Supply Agreement, the Escrow Agent will promptly collect the principal of, interest on and income and profit from the Government Obligations and promptly apply the same solely and only to pay when due and as called for redemption of all principal of and interest on and redemption price of the Refunded Bonds.

3.06

The Escrow Agent will remit to the Trustee as herein provided and for the benefit of the Refunded Bonds, in good funds on or before each aforesaid described interest payment or principal payment and redemption dates, moneys sufficient to pay such interest, principal and redemption price as will meet the requirements to pay when due and as called for redemption all principal of and interest on and redemption price of the Refunded Bonds, as set out in the Defeasance Report, and each such remittance shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

3.07

The Escrow Agent will make no payment of fees, due or to become due, to the Escrow Agent as Trustee, and the City covenants to pay the same as they become due as an expense of the Airport.

3.08

The costs and expenses of the Escrow Agent will be paid by the City from funds of the Airport. The Escrow Agent shall have no lien or right of setoff of any kind on the Escrow Account and shall look solely to the City and its other funds for payment. The Escrow Agent shall charge such fees for its services as are reasonable and usual for like services rendered by similar institutions.

3.09

The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder or under the Forward Supply Agreement, except for its own gross negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or the Forward Supply Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder or the Forward Supply Agreement, nor

shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the City to its reasonable satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

3.10

The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or the Refunded Bonds.

3.11 The Refunded Bonds are hereby irrevocably called for redemption on the applicable Call Dates at the applicable Redemption Prices plus accrued interest.

3.12

A. Notice of Defeasance. The form and time of giving notice of defeasance shall be as follows:

1. Time and Manner: Notice of the defeasance of the Refunded Bonds shall be given by the Trustee by publication as soon as practicable following the execution and delivery of this Agreement at least two times, at an interval of not less than seven days between publications, in Authorized Newspapers (as defined in the General Airport Revenue Bond Ordinance).

2. Form: The form of notice of defeasance to be given by the Trustee shall be in the form set forth in (Sub)Exhibit C.

B. Notice of Redemption. The form and time of the giving of notice of the call for redemption of the Refunded Bonds shall be as follows:

1. Time and Manner: Notice of the redemption of the Refunded Bonds shall be given by the Trustee (a) by publication once a week for at least two successive weeks in Authorized Newspapers (as defined in the General Airport Revenue Bond Ordinance), the first such publication to be not less than 30 days nor more than 45 days prior to each applicable redemption date, and (b) by mailing a copy of such notice, postage prepaid, not less than 30 days before each applicable redemption date to the registered owners of any Refunded Bonds or portions of Refunded

Bonds that are to be redeemed, at their last addresses, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, and to the holder of any coupon Refunded Bond who shall have filed with the Trustee an address for notices.

All official notices of redemption shall state the name of the Refunded Bonds and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price (including premium);
- (c) if less than all the Bonds of a series are being refunded, the identification of the Refunded Bonds to be redeemed (by letters and numbers);
- (d) that on the redemption date, the redemption price of each of the Refunded Bonds to be redeemed shall become due and payable and that the interest thereon shall cease to accrue from and after said redemption date; and
- (e) the place or places where the Refunded Bonds to be redeemed are to be surrendered for payment of the redemption price, which shall be the principal office of the Trustee.

2. Form: The form of notice of redemption to be given by the Trustee shall be in the applicable form set forth in (Sub)Exhibit D.

C. Additional Redemption Duties. The Escrow Agent shall act as agent for the City in performing certain acts, giving or causing to be given certain notices, and providing such directions to the Trustee to effect the payment and redemption of the Refunded Bonds as aforesaid. The Escrow Agent acknowledges receipt of certified copies of the ordinances of the City authorizing and providing for the issuance of the Refunded Bonds.

D. Additional Notice. In addition to the foregoing notice, further notice shall be given on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of the call for redemption if official notice thereof is given as above prescribed.

Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (a) the C.U.S.I.P. numbers of all Refunded Bonds being redeemed pursuant to such notice; (b) the date of issue of the Refunded Bonds as originally issued; (c) the rate

of interest borne by each Refunded Bond being redeemed; (d) the maturity date of each Refunded Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Refunded Bond being redeemed.

Each further notice of redemption shall be sent at least 35 days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Refunded Bonds (such depositories now being the Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services, chosen in the discretion of the Trustee, that disseminate notice of redemption of obligations such as the Refunded Bonds.

Upon payment of the redemption price of Refunded Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the C.U.S.I.P. number identifying, by issue and maturity, the Refunded Bonds being redeemed with the proceeds of such check or other transfer.

3.13

The Escrow Agent will submit to the City Comptroller and the City Treasurer a statement within 30 days after January 1 and July 1 of each year, commencing January 1, 1994, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the six month period ending on such January 1 or July 1.

3.14

If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Obligations and funds on deposit in the Escrow Account will not be sufficient to make any payment (whether principal, interest or premium) due to the holders or registered owners of any of the Refunded Bonds, as and to the extent provided herein, the Escrow Agent shall notify the City not less than 15 days prior to such date, and the City may, but shall not be obligated to, from any funds lawfully available for such purpose, make up the anticipated deficit so that no default in the making of any such payment will occur; provided, however, that nothing in this Section 3.14 shall create an affirmative duty on the part of the Escrow Agent to determine the sufficiency of the amounts deposited hereunder.

Article IV.

Covenants Of The City.

The City covenants and agrees with the Escrow Agent as follows:

4.01

The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the City herein, (b) the performance of or compliance by the City with any covenant, condition, term or provision of the General Airport Revenue Bond Ordinance, and (c) any undertaking or statement of the City hereunder or under said General Airport Revenue Bond Ordinance.

4.02

To the fullest extent it is required under the terms of the Refunded Bonds, the City will promptly and without delay remit to the Escrow Agent, within ten days after receipt of its written request, any sum or sums of money as are necessary to make any payments contemplated under 3.14 hereof and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement.

4.03

The City does hereby waive any right to pay at maturity or redeem on any other date than as herein specified any of the Refunded Bonds which are refunded under the terms of this Escrow Agreement.

4.04

The Escrow Agent is hereby authorized and directed to execute and deliver the Forward Supply Agreement and to direct the Trustee to provide for and make the redemption of the applicable Refunded Bonds on the applicable Call Dates and to give proper notice thereof.

4.05

All payments to be made by, and all acts and things required to be done by, the Escrow Agent under the terms and provisions hereof shall be made and

done by the Escrow Agent without any further direction or authority of the City.

Article V.

Amendments And Irrevocability Of Agreement.

5.01

This Agreement may be amended or supplemented to provide that the Government Obligations or any portion thereof may be sold or redeemed, and moneys derived therefrom invested, reinvested (but only in other direct full faith and credit obligations of the U. S. Treasury which are not redeemable by the Treasury prior to maturity) or disbursed in any manner provided (any such amendment, supplement, direction to sell or redeem or invest, reinvest or disburse to be referred to as a "Subsequent Action"), upon submission to the Escrow Agent of each of the following:

A. An executed copy of the document effecting the Subsequent Action signed by duly designated officers of the City.

B. An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action will not cause the interest on the Bonds or any of the Refunded Bonds to become includable in the gross income of the owners for federal income tax purposes under the laws of the United States of America providing for taxation of income as and to the extent contemplated when such Bonds were issued, and that the Subsequent Action does not materially adversely affect the legal rights of the registered owners or holders of the Bonds or any of the Refunded Bonds.

C. An opinion of a firm of nationally recognized independent certified public accountants that the amounts, which must consist of funds or receipts from direct full faith and credit obligations of the United States of America, not subject to redemption prior to maturity, all of which shall be held hereunder, available or to be available for payment of the Refunded Bonds will remain sufficient after the Subsequent Action to pay when due and as called for redemption all principal of and interest on and redemption price of the Refunded Bonds.

D. The Security Provider's written consent to such Subsequent Action.

The purchase and delivery of Government Obligations pursuant to the terms and conditions of the Forward Supply Agreement shall not constitute an amendment or supplement of this Agreement for purposes of this Section 5.01.

5.02

The City and the Escrow Agent may amend or add to the terms of this Agreement to correct errors, clarify ambiguities or insert inadvertently omitted material but only if any such correction, clarification or insertion has absolutely no adverse impact on the holders or registered owners of the Bonds or any of the Refunded Bonds. The City may supplement this Agreement by providing for notice prior to any amendment to such parties as it may name in any such supplement, which will be effective upon filing with the Escrow Agent.

5.03

Except as provided in Sections 5.01 and 5.02 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

5.04

Except as provided in Sections 5.01 and 5.02 hereof, all of the rights, powers, duties and obligations of the City hereunder shall be irrevocable and shall not be subject to amendment by the City and shall be binding on any successor to the officials now comprising the City Council during the term of this Agreement.

Article VI.

Notices.

6.01

All notices and communications to the City shall be addressed in writing to:

Office of City Comptroller
City Hall -- Room 501
121 North LaSalle Street
Chicago, Illinois 60602

and to:

Office of City Treasurer
City Hall -- Room 204
121 North LaSalle Street
Chicago, Illinois 60602

or at such other address as is furnished from time to time by the City.

6.02

All notices and communications to the Trustee shall be addressed in writing to:

Harris Trust and Savings Bank
311 West Monroe Street, 12th Floor
Chicago, Illinois 60606
Attention: Indenture Trust Division

or at such other address as is furnished from time to time by the Trustee.

6.03

All notices and communications to the Escrow Agent shall be addressed in writing to:

Harris Trust and Savings Bank
311 West Monroe Street, 12th Floor
Chicago, Illinois 60606
Attention: Indenture Trust Division

or at such other address as is furnished from time to time by the Escrow Agent.

6.04

A copy of all amendments pursuant to Article V shall also be sent to:

Standard & Poor's Corporation
25 Broadway
New York, New York 10004

and to:

Moody's Investors Service
99 Church Street
New York, New York 10007

or at such other address as is furnished from time to time by the applicable rating agency.

Article VII.

Resignation And Replacement Of Escrow Agent.

The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days written notice to the City, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the City. The City may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$100,000,000 located within the City of Chicago or the City and State of New York, Borough of Manhattan, which is authorized to maintain trust accounts under federal or Illinois law.

Article VIII.

Termination Of Agreement.

Upon the final disbursement for the payment of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the City Comptroller with due notice thereof mailed to the City, and thereupon this Agreement shall terminate.

In Witness Whereof, The City has caused this Agreement to be signed in its name by its City Comptroller; and the Escrow Agent, not individually, but in the capacity as hereinabove described, has caused this Agreement to

be signed in its corporate name by one of its authorized officers and to be attested by one of its authorized officers under its corporate seal hereunto affixed, all as of the date first above written.

City of Chicago

By: _____
Its City Comptroller

Harris Trust and Savings Bank, as
Escrow Agent

By: _____

Its: _____

[Seal]

Attest:

Its: _____

(Sub)Exhibits "A" through "E" attached to this Refunding Escrow Agreement read as follows:

(Sub)Exhibit "A".

Schedule Of Refunded Bonds.

(which bonds are all more particularly described in the schedules pertaining to same set forth in the Defeasance Report)

(Sub)Exhibit "B".

Schedule Of Government Obligations.

Security	Due Date	Amount	Rate
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(Sub)Exhibit "C".

Notice Of Defeasance.

City Of Chicago

Chicago-O'Hare International Airport

General Airport Revenue Bonds

1993 Series A and B

1985 Series A.

Notice is hereby given pursuant to the provisions of Section 1401 of "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds" adopted by the City Council of the City on March 31, 1983, that the deposit required by said Section has been made with the undersigned Trustee and that the following captioned bonds (and coupons, if any) have been deemed to have been paid in accordance with said Section. The following table sets forth for each maturity of each series the amount of bonds to be paid or redeemed and the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price of said bonds:

1983 Series A.

Maturity Date (January 1)	Principal Amount Defeased	Bond Nos.	C.U.S.I.P. Nos.
---------------------------------	---------------------------------	--------------	--------------------

The 1983 Series A Bonds to be redeemed shall be redeemed on January 1, 1994 at a redemption price of 103%.

1983 Series B.

Maturity Date (January 1)	Principal Amount Defeased	Bond Nos.	C.U.S.I.P. Nos.
---------------------------------	---------------------------------	--------------	--------------------

The 1983 Series B Bonds to be redeemed shall be redeemed on January 1, 1994 at a redemption price of 103%.

1985 Series A.

Maturity Date (January 1)	Principal Amount Defeased	Bond Nos.	C.U.S.I.P. Nos.
---------------------------------	---------------------------------	--------------	--------------------

The 1985 Series A Bonds to be redeemed shall be redeemed on January 1, 1994 at a redemption price of 102%.

Harris Trust And Savings Bank,
as Trustee

Date: _____, 1993

(Sub)Exhibit "D".

Notice Of Redemption.

City Of Chicago

Chicago-O'Hare International Airport

General Airport Revenue Bonds,

19__ Series ____.

Notice is hereby given to the registered owners and holders of the Bonds named in the above caption that the aforesaid City has called for redemption and payment prior to maturity the following bonds (which redemption will occur on _____, _____):

Maturity (January 1)	Principal Amount	Bond Nos.	C.U.S.I.P. Nos.
-------------------------	---------------------	--------------	--------------------

The redemption price is _____% of the amount redeemed plus accrued interest to the redemption date. Such interest is payable to the record owner of the redeemed bonds as of the regular record date.

The aforesaid bonds will be redeemed upon presentation and surrender at the office of Harris Trust and Savings Bank, as Trustee, located at 111 West Monroe Street, Chicago, Illinois 60690.

On the redemption date, said bonds will become due and payable at the redemption price, and interest in respect of such bonds shall cease to accrue from and after the redemption date.

By order of the City Council of the City of Chicago, dated the ____ day of _____, 19__.

Harris Trust And Savings Bank,
as Trustee.

(Sub)Exhibit "E".

Defeasance Report.

AUTHORIZATION FOR AMENDMENT OF REDEVELOPMENT
AGREEMENT WITH BUCK-WEXLER ASSOCIATES FOR
PURCHASE OF BLOCK 16 IN NORTH LOOP
REDEVELOPMENT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of the Redevelopment Agreement Contract for the Sale of Land, North Loop Block 16, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City, by ordinance adopted March 25, 1986 (Council Journal of Proceedings, pages 28681 -- 28741), authorized the execution of that certain "Redevelopment Agreement Contract for Sale of Land, North Loop Block 16" ("Redevelopment Agreement") with Buck-Wexler Associates for the purchase and redevelopment of Block 16 of the North Loop Redevelopment Area; and

WHEREAS, Paragraph 5(b) of the Redevelopment Agreement provides in part for the payment to the City of the sum of \$250,000 upon the issuance by the City and delivery of the certificate of completion for the hotel/retail development, one-half of said sum to be paid by Leo Burnett Company, Inc. ("Burnett") and the John Buck Company (collectively, the "Office Developer" as such term is utilized in the Redevelopment Agreement); and

WHEREAS, In lieu of the monetary payment to the City as described above, Burnett, on behalf of the Office Developer, has proposed to provide one thousand (1,000) professional hours of technical assistance in conjunction with the City's Neighborhood Partnership Program, the provision of such hours to be completed by Burnett no later than two (2) years from the execution date of the First Amendment to the Redevelopment Agreement; and

WHEREAS, The City Council has considered the proposal of Burnett and finds it to be of substantial benefit to the City; now, therefore,

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

SECTION 1. The provision by Leo Burnett Company, Inc., of 1,000 professional hours of technical assistance in conjunction with the City's Neighborhood Partnership Program shall be accepted by the City in lieu of its cash payment to the City of \$125,000 pursuant to the terms of the Redevelopment Agreement.

SECTION 2. The Commissioner of Planning and Development, on behalf of the City, is authorized to enter into an amendment to the Redevelopment Agreement and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to effectuate the purpose described in Section 1 above.

SECTION 3. This ordinance shall take effect immediately upon its passage.

First Amendment to Redevelopment Agreement Contract for Sale of Land, North Loop Block 16, reads as follows:

*First Amendment To Redevelopment Agreement
Contract For Sale Of Land, North
Loop Block 16.*

This First Amendment to Redevelopment Agreement ("First Amendment") is made this _____ day of _____, 1993, by and between the City of Chicago, an Illinois municipal corporation, having its offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City"); SHC Chicago Hotel Limited Partnership, an Ohio limited partnership, having its principal offices at 29800 Bainbridge Road, Cleveland, Ohio 44139-2297 ("Hotel/Retail Developer"); and Leo Burnett Company, Inc., a Delaware corporation, having its principal offices at 35 West Wacker Drive, Chicago, Illinois 60601 ("Burnett") and The John Buck Company, an Illinois corporation, having its principal offices at 200 South Wacker Drive, Chicago, Illinois 60606 ("Buck") (Burnett and Buck are collectively referred to as "Office Developer").

Recitals.

Whereas, The City, the Office Developer, and Block 16 Hotel Associates, as predecessor in interest to the Hotel Developer, executed that certain "Redevelopment Agreement, Contract for Sale of Land, North Loop Block 16" dated as of March 11, 1986 ("Redevelopment Agreement"), providing in part for the redevelopment of Block 16 of the City of Chicago's North Loop Redevelopment Area by the Office Developer and the Hotel Developer; and

Whereas, Section 5(b) of the Redevelopment Agreement provided for the provision by the Hotel/Retail Developer (as said term is defined in the Redevelopment Agreement) of retail space to be made available to inter alia cultural or philanthropic uses, or at the election of the Hotel/Retail Developer, for the payment of the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the City ("Redevelopment Sum"); and

Whereas, By letter dated March 22, 1988, the Office Developer advised the City that the Hotel/Retail Developer has elected to pay the Redevelopment Sum to the City, one-half of which amount shall be paid by the Office Developer; and

Whereas, The parties seek to amend the Redevelopment Agreement to authorize the provision by Burnett, on behalf of the Office Developer, of one thousand (1,000) hours of technical assistance as part of the City's Neighborhood Partnership Program in lieu of its obligation to pay one-half of the Redevelopment Sum to the City;

Now, Therefore, In consideration of the foregoing and the mutual agreements herein contained, the City, the Hotel Developer and the Office Developer agree as follows:

1. Incorporation of Recitals. The recitations set forth above constitute an integral part of the First Amendment and are incorporated by this reference with the same force and effect as if set forth as agreements of the parties.

2. Provision of Technical Assistance Hours by Burnett. Commencing with the execution date of the First Amendment, Burnett, on behalf of the Office Developer, shall provide one thousand (1,000) professional hours of technical assistance as part of the City's Neighborhood Partnership Program. This contribution shall be made in lieu of the payment of one-half of the Redevelopment Sum as required of the Office Developer pursuant to the terms of the Redevelopment Agreement, and that certain letter agreement between the parties dated as of March 22, 1988.

The contribution of technical assistance hours by Burnett shall be completed in total no later than two (2) years from the execution date of the First Amendment ("Completion Date"). Burnett shall demonstrate the fulfillment of this requirement by the submission to the Commissioner of Planning and Development ("Commissioner") for its approval of a written progress report describing in sufficient detail the technical assistance hours provided to date by Burnett, said report to be provided on the last day of each six-month interval period commencing with the execution date of the Agreement. After the expiration of the two (2) year period described in this Section 2, if the aggregate amount of hours of technical assistance are not requested by the City pursuant to the Neighborhood Partnership Program by the Completion Date, and said lack of request is documented to the satisfaction of the Commissioner, Burnett shall be relieved of any further responsibility or obligation to the City. In the event, however, that Burnett fails to provide any portion of the requested number of hours of technical assistance as described in this First Amendment by the Completion Date, Burnett shall be responsible to tender to the City, upon written demand by the City, the product of \$125 times the difference between the number of technical assistance hours requested by the City and the number of such hours actually provided by Burnett.

3. Certificate of Completion of Performance. In the event that Burnett provides the total amount of technical assistance hours described in paragraph 2 above prior to the Completion Date, upon the written request of Burnett, the Commissioner shall execute a Certificate of Completion of Performance. Such certificate shall serve solely to evidence compliance by Burnett, on behalf of the Office Developer, with the terms of this First Amendment.

4. Obligations of the Hotel Developer. No provision of this First Amendment shall be construed to relieve the Hotel Developer from its obligation to tender payment of one-half of the Redevelopment Sum to the City, in accordance with the terms of the Redevelopment Agreement.

5. Successor Department. The Department of Planning and Development is the successor agency to the Department of Planning for purposes of the Redevelopment Agreement, and any amendments thereto. The Agreement shall therefore be amended by substituting "Department of Planning and Development" for "Department of Planning" and by substituting "D.P.D." for "D.O.P." or "Department", where appropriate.

6. Terms of the First Amendment Govern. If any provision of the First Amendment conflicts with any provision of the Redevelopment Agreement, the provision contained in the First Amendment shall govern.

In Witness Whereof, The City, the Office Developer and the Hotel/Retail Developer have executed the First Amendment as of the date and year first above written.

City Of Chicago,
an Illinois municipal corporation

By: _____
Valerie B. Jarrett, Commissioner
Department of Planning & Development

Office Developer:

Block 16 Office Partners
By: BL Partners,
its general partner

Leo Burnett Company, Inc.,
a Delaware corporation

By: _____

President

By: _____

Secretary

The John Buck Company,
an Illinois corporation

By: _____
John A. Buck
President

By: _____
_____, Secretary

Hotel/Retail Developer:

SHC Chicago Hotel Limited Partnership,
an Ohio limited partnership

By: Stouffer Hotel Company,
an Ohio corporation,
its general partner

By: _____
_____,
President

By: _____
_____,
Secretary

This Instrument Prepared By,
And After Recording,
Please Return To:

Mark Lenz
Assistant Corporation Counsel
City of Chicago
121 North LaSalle Street
Room 610
Chicago, Illinois 60602
312/744-1041

Given under my notarial seal this _____ day of _____, 1993.

Notary Public

(SEAL)

My commission expires _____.

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Secretary of Leo Burnett Company, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument, pursuant to authority given by Leo Burnett Company, Inc., as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 1993.

Notary Public

(SEAL)

My commission expires _____.

Given under my notarial seal this _____ day of _____, 1993.

Notary Public

(SEAL)

My commission expires _____.

State of Ohio)
) SS:
County of Cuyahoga)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the President of Stouffer Hotel Corporation, an Ohio corporation, a general partner of SHC Chicago Hotel Limited Partnership, an Ohio limited partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such President, he signed and delivered the said instrument, pursuant to authority given by Stouffer Hotel Corporation, as general partner, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 1993.

Notary Public

(SEAL)

My commission expires _____.

State of Ohio)
) SS:
County of Cuyahoga)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Secretary of Stouffer Hotel Corporation, an Ohio corporation, a general partner of SHC Chicago Hotel Limited Partnership, an Ohio limited partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument, pursuant to authority given by Stouffer Hotel Corporation, as general partner, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 1993.

Notary Public

(SEAL)

My commission expires _____.

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, CANCELLATIONS OF WATER RATES,
REFUND OF FEES AND WAIVERS OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (March 8, 26, April 22, May 19 and June 23, 1993) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellations of water rates, waivers of fees and refunds of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

FREE PERMITS.

Chicago Board Of Education/James H. Bowen High School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Board of Education/James H. Bowen High School for rehabilitation of the existing structure on the premises known as 2710 East 89th Street.

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

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

Lawndale Christian Development Corporation.
(3841 West Cermak Road)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Christian Development Corporation for rehabilitation of existing property on the premises known as 3841 West Cermak Road.

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 upon its passage and publication.

Lawndale Christian Development Corporation.
(3847 West Cermak Road)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Christian Development Corporation for rehabilitation of existing property on the premises known as 3847 West Cermak Road.

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 upon its passage and publication.

Lawndale Christian Development Corporation.
(1900 South Harding Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Christian Development Corporation, for rehabilitation of existing property on the premises known as 1900 South Harding Avenue.

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 upon its passage and publication.

Lawndale Christian Development Corporation.
(3816 West Ogden Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Christian Development Corporation, for rehabilitation of existing property on the premises known as 3816 West Ogden Avenue.

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 upon its passage and publication.

Lawndale Christian Development Corporation.
(3859 West Ogden Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Christian Development Corporation for rehabilitation of existing property on the premises known as 3859 West Ogden Avenue.

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 upon its passage and publication.

Lawndale Christian Development Corporation.
(1857 -- 1867 South Pulaski Road)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Christian Development Corporation for rehabilitation of existing property on the premises known as 1857 -- 1867 South Pulaski Road.

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 upon its passage and publication.

Les Productions Du Cirque Du Soleil, Inc.

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

SECTION 1. That the Director of the Department of Revenue is hereby authorized and directed to issue, free of charge, all necessary licenses to Les Productions du Cirque du Soleil, Inc., a not-for-profit corporation for the operation of Cirque du Soleil, at the property known as Cityfront Center, 445 North McClurg Court, Chicago, Illinois, notwithstanding the Municipal Code of Chicago.

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

The New Mount Zioner Missionary Baptist Church.

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

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

Mount Zioner Missionary Baptist Church, 5426 South Bishop Street, for improvement and rehabilitation of existing properties on the premises known as 1316 -- 1318 West 63rd Street.

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

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

Saint Bernard Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Bernard Hospital, 326 West 64th Street, for rehabilitation of existing structure on the premises known as 326 West 64th Street.

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

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

Saint Edmund's Redevelopment Corporation.
(5658 South Michigan Avenue)

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Edmund's Redevelopment Corporation, 6010 South Michigan Avenue, for rehabilitation of existing structure on the premises known as 5658 South Michigan Avenue.

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

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

Saint Edmund's Redevelopment Corporation.
(5700 South Michigan Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Saint Edmund's Redevelopment Corporation, 6101 South Michigan Avenue, for rehabilitation of existing structure on the premises known as 5700 South Michigan Avenue.

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

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

LICENSE FEE EXEMPTIONS.*Food Dispensaries.**Chicago Osteopathic Hospital And
Medical Center.*

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

SECTION 1. Pursuant to Section 4-344-040 of the Municipal Code of Chicago and in accordance with favorable inspection reports from the Health Department and the Building Department, the following institution is hereby exempted from the payment of the annual Food Dispenser License fee, Class I, for the year 1992 -- 1993, fiscal year expiring June 30, 1993:

Chicago Osteopathic Hospital and Medical Center
5200 South Ellis Avenue.

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

Habilitative Systems, Inc.

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

SECTION 1. Pursuant to Section 4-344-020 of the Municipal Code of Chicago, the following institution which is not operated for a gain but makes a charge for patients, is hereby exempted from the payment of the Food Dispenser License fee (Code 1302/fee \$405.00) for the period beginning February 16, 1993 and ending February 15, 1994:

Habilitative Systems, Inc.
415 South Kilpatrick Avenue.

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

Salvation Army Illinois.

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

SECTION 1. Pursuant to Section 4-344-040 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Health, the Salvation Army Illinois, 1025 West Sunnyside Avenue, is hereby exempted from the payment of the annual Food Dispenser (Class I) License fee provided therefor, for the year ending June 30, 1994.

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

Saint Elizabeth's Hospital Cafeteria.

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

SECTION 1. Pursuant to Section 4-130-15 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Health, Saint Elizabeth's Hospital Cafeteria, 1431 North Claremont Avenue, Chicago, Illinois, is hereby exempted from payment of the annual Food Dispenser (Retail) License fee provided in Section 4-68-060, for the year 1993.

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

Saint Elizabeth's Hospital Snack Shop.

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

SECTION 1. Pursuant to Section 4-130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, Saint Elizabeth's Hospital Snack Shop, 1431 North Claremont Avenue, Chicago, Illinois, is hereby exempted from payment of the annual Food Dispenser (Retail) License fee provided in Section 4-68-060 for the year 1993.

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

Nursing Home.

*Augustana Center Of Lutheran Social
Services Of Illinois.*

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

SECTION 1. Pursuant to Section 4-220-060 of the Municipal Code of Chicago, the following charitable nursing home is hereby exempted from payment of the annual Home License fee provided therefor in Section 4-220-060 for the year 1993:

Augustana Center of Lutheran Social Services of Illinois
7464 North Sheridan Road.

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

CANCELLATION OF WATER RATES.

Congregation B'Nai Ruven.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to waive the assessment in the amount of \$959.17, charged to Congregation B'Nai Ruven, 6346 -- 6356 North Whipple Street.

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

Congregation Ezras Israel.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to waive assessments in the amount of \$227.17, charged against Congregation Ezras Israel, 2746 West Lunt Avenue.

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

*Living Light Total Outreach For Christ.
(6149 -- 6159 South Bishop Street)*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$2,367.84, assessed against the Living Light Total Outreach for Christ, a shelter for men, located at 6149 -- 6159 South Bishop Street.

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

*Living Light Total Outreach For Christ.
(1412 West 63rd Street)*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$592.21 assessed against the Living Light Total Outreach for Christ, a shelter for men, located at 1412 West 63rd Street.

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

Living Light Total Outreach For Christ.
(1414 -- 1416 West 63rd Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$2,171.74 assessed against the Living Light Total Outreach for Christ, a shelter for men, located at 1414 -- 1416 West 63rd Street.

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

REFUNDS OF FEES.

Archdiocese Of Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$2,118.25 to the Archdiocese of Chicago, representing payment of fee for Building Permit No. 765840 for interior alterations to the elevator shaft and exit stairs at 126 North Desplaines Street (Catholic Charities).

Broadway United Methodist Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,145.00 to the Broadway United Methodist Church, 3344 North Broadway, representing payment of fee for Permit No. B-

766665, issued March 19, 1993, for finishing a basement, installation of two washrooms and electrical work.

Community Counseling Centers Of Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$548.00 to the Community Counseling Centers of Chicago, 5710 North Broadway (a not-for-profit organization). This payment was for a building permit.

Louis A. Weiss Memorial Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$4,894.00 to Louis A. Weiss Memorial Hospital, 4646 North Marine Drive, Chicago, Illinois 60640, representing payment of building permit fees for the repair/remodel of 4646 North Marine Drive to be used for patient care.

WAIVERS OF FEES.

Immaculate Conception 1993 Parish Carnival.

Ordered, That the Department of Revenue, City of Chicago, waive the permit fees for the Immaculate Conception 1993 parish carnival, 2745 West 44th Street, on Monday, August 2, through Monday, August 9, 1993, during the hours of 2:00 P.M. to 11:00 P.M..

Nativity B.V.M. Church.

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

SECTION 1. That the City Comptroller is hereby authorized and directed to waive the annual refrigeration inspection fee for the year 1993 in the amount of \$32.00, charged to the Nativity B.V.M. Church, located at 6804 South Washtenaw Avenue.

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

*Saint Theodore Apartments.
(Catholic Bishop Of Chicago)*

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

SECTION 1. That the City Comptroller is hereby authorized and directed to waive the annual refrigeration inspection fee for the year 1993 in the amount of \$136.00, charged to the Saint Theodore Apartments (Catholic Bishop of Chicago) located at 6209 South Paulina Street.

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

Sisters Of Saint Casimir.

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

SECTION 1. That the City Comptroller is hereby authorized and directed to waive the annual refrigeration inspection fee for the year 1993 in the amount of \$263.00, charged to the Sisters of Saint Casimir, located at 2601 West Marquette Road.

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

Society Of Helpers.

Ordered, That the City Comptroller is hereby authorized and directed to waive the boiler permit fees, charged to the Society of Helpers, 303 West Barry Avenue.

12th Ward Youth Foundation Carnival.

Ordered, That the Department of Revenue, City of Chicago, waive the permit fees for the 12th Ward Youth Foundation Carnival, to be held on South Western Avenue, from South Archer Avenue to West 39th Street, on Monday, August 2, through Monday, August 9, 1993, during the hours of 5:00 P.M. to 10:00 P.M. -- weekdays, and during the hours of 2:00 P.M. to 11:00 P.M. -- weekend days.

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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
Food Service Professionals 5150 North Northwest Highway	B1-304346 (Bldg.)	\$ 47.00
Maranatha Assembly of God Church 3542 West 59th Street	D1-304333 (Sign)	94.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Parish Cooperative in South Chicago (various locations).	B1-316923 (Bldg.)	\$ 31.00
	B1-319128 (Bldg.)	31.00
Saint Simeon Church 3737 East 114th Street	C2-314723 (Refrig.)	105.00
Saint Symphorosa Rectory 6135 South Austin Avenue	C2-310140 (Refrig.)	152.00

AUTHORIZATION FOR INSTALLATION OF LIGHT
POLE AT 12010 SOUTH DOTY AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order introduced by Alderman Shaw authorizing the installation of residential postlights, at 12010 South Doty Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a light pole at 12010 South Doty Avenue.

**REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE
EMPLOYED BY GREATER STRAIGHTWAY
M.B. CHURCH.**

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Shaw authorizing the reduction in license fees for the employment of special police at Greater Straightway M.B. Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Pursuant to Section 4-280-050 of the Municipal Code of Chicago, the following charitable institution employs one (1) special police officer and shall pay a fee of \$10.00 per license for the year 1993:

Greater Straightway M.B. Church
10359 South Dr. Martin Luther King, Jr. Drive

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

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 34976 through
34987 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of 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 34988
through 34990 of this Journal.]

CITY COUNCIL ORDERS
COUNCIL MEETING OF 7/14/93
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	11/15/92	975.00
AGRON	POLICE OFFICER	TWENTIETH DISTRICT	12/20/92	40.00
AQUILERA	POLICE OFFICER	FOURTH DISTRICT	3/11/93	1048.03
AIRHART	POLICE OFFICER	VICE CONTROL SECTION	9/09/92	40.00
AKERS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	3/02/93	1130.00
ALEXANDER	POLICE OFFICER	FIFTEENTH DISTRICT	3/14/93	95.00
ALEXANDER	POLICE OFFICER	ELEVENTH DISTRICT	2/28/93	317.20
ALLEN	POLICE OFFICER	ELEVENTH DISTRICT	3/16/93	922.00
ALLY	POLICE OFFICER	SEVENTH DISTRICT	12/19/92	940.00
ALVAREZ	POLICE OFFICER	SIXTEENTH DISTRICT	3/02/93	524.32
AMELIO	POLICE OFFICER	TWENTIETH DISTRICT	3/14/93	571.25
ANDERSON	POLICE OFFICER	ELEVENTH DISTRICT	2/26/93	145.00
ANDERSON	POLICE OFFICER	THIRD DISTRICT	3/27/93	150.00
ANDERSON	POLICE OFFICER	SEVENTH DISTRICT	3/20/93	2683.70
ANDREWS	POLICE OFFICER	THIRTEENTH DISTRICT	11/24/92	145.00
ARRONIS	POLICE OFFICER	RECRUIT TRAINING	10/05/90	8056.91
ARTIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/26/92	105.00
AZTLAN	POLICE OFFICER	RECRUIT TRAINING	9/02/90	50.00
BAEZ	POLICE OFFICER	EIGHTH DISTRICT	2/09/93	191.50
BAILEY	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	2/15/93	729.51
BAIO	POLICE OFFICER	SECOND DISTRICT	11/05/92	60.00
BAKUTIS	POLICE OFFICER	FIRST DISTRICT	2/01/93	530.50
BAKUTIS	POLICE OFFICER	FIRST DISTRICT	2/21/93	610.55
BALUK	POLICE OFFICER	SECOND DISTRICT	7/11/92	75.00
BANIEWICZ	POLICE OFFICER	NINTH DISTRICT	3/07/93	511.00
BARKER	POLICE OFFICER	FIFTEENTH DISTRICT	3/16/93	195.00
BARNES	POLICE OFFICER	FIRST DISTRICT	2/24/93	933.00
BARNEY	POLICE OFFICER	TWENTIETH DISTRICT	3/25/93	99.90
BARTON	POLICE OFFICER	UNKNOWN	6/12/92	71.00
BECKOM	POLICE OFFICER	ELEVENTH DISTRICT	1/14/93	873.00
BEDIA	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	2/02/93	3805.70
BEDNAREK	POLICE OFFICER	TWENTIETH DISTRICT	3/19/93	190.50
BEHLING	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	3/08/91	60.00
BEMIS	POLICE OFFICER	FOURTEENTH DISTRICT	2/13/93	93.00
BENIGNO	POLICE OFFICER	FOURTH DISTRICT	2/13/93	181.00
BERNICHIO	POLICE OFFICER	ELEVENTH DISTRICT	2/03/93	64.00
BERNSTEIN	POLICE OFFICER	RECRUIT TRAINING	7/22/92	313.50
BERRY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/08/93	150.00
BLUE	POLICE OFFICER	TWENTIETH DISTRICT	3/06/93	2874.50
BLUE	POLICE OFFICER	SEVENTH DISTRICT	11/30/92	6448.45
BODDIE	POLICE OFFICER	SEVENTEENTH DISTRICT	8/23/92	65.00
BOND	POLICE OFFICER	THIRD DISTRICT	3/09/93	145.00
BRADY	POLICE OFFICER	THIRD DISTRICT	12/26/92	70.00
BRANCHER	POLICE OFFICER	THIRD DISTRICT	1/20/93	1085.00
BRENNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/09/93	237.00
		UNKNOWN	7/20/92	84.25
		FOURTH DISTRICT	3/22/93	729.54
		FIFTEENTH DISTRICT	3/28/93	459.00
		SEVENTEENTH DISTRICT	3/02/93	2150.00

CITY COUNCIL ORDERS
 COUNCIL MEETING OF 7/14/93
 REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BRICE	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/31/93	20.00
BRIDGES	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/92	10.00
BRIGGS	POLICE OFFICER	UNKNOWN	2/16/93	572.60
BROGI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86	133.00
BROWN	POLICE OFFICER	FIFTH DISTRICT	1/15/93	1152.00
BUCKLEY	POLICE OFFICER	FOURTH DISTRICT	2/19/93	248.00
BULAVA	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/14/92	78.00
BURKE	POLICE OFFICER	TWELFTH DISTRICT	2/10/93	363.00
BURNS	POLICE OFFICER	ELEVENTH DISTRICT	10/07/92	90.00
BUTZEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/17/93	62.00
CABRAL	POLICE OFFICER	SEVENTH DISTRICT	3/29/93	374.40
CALLAHAN	POLICE OFFICER	TENTH DISTRICT	3/02/93	706.70
CAMPIONE	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/29/92	4190.63
CAPERS	POLICE OFFICER	FOURTH DISTRICT	3/04/93	1323.45
CARDELLA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/24/93	373.00
CARONE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/13/93	250.00
CARONE	POLICE OFFICER	EIGHTH DISTRICT	3/20/93	446.87
CARRION	POLICE OFFICER	FIFTEENTH DISTRICT	3/26/93	379.77
CARROLL	POLICE OFFICER	SIXTH DISTRICT	1/28/93	927.00
CARTEGENA	POLICE OFFICER	EIGHTH DISTRICT	2/21/93	479.85
CARTEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/21/93	72.00
CASTANEDA	POLICE OFFICER	NINETEENTH DISTRICT	3/06/93	1764.00
CASTILLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/14/92	255.00
CASTRO	POLICE OFFICER	TENTH DISTRICT	3/21/93	295.00
CASTRO	POLICE OFFICER	TENTH DISTRICT	2/25/92	18.00
CATO	POLICE OFFICER	UNKNOWN	2/09/93	614.70
CAVERS	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/21/93	287.75
CELANO	POLICE OFFICER	SIXTH DISTRICT	2/07/93	333.00
CERVANTES	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	2/25/93	1917.50
CERVANTES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/25/93	267.00
CERVENKA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/19/92	255.00
CHERRY	POLICE OFFICER	EIGHTH DISTRICT	3/21/93	1529.25
CHIGAROS	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/29/93	1108.00
CHISHOLM	POLICE OFFICER	FIFTH DISTRICT	3/20/93	45862.77
CIPUN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/29/90	311.90
CLARK	POLICE OFFICER	FIFTEENTH DISTRICT	3/20/93	230.00
CLAYTON	POLICE OFFICER	EIGHTEENTH DISTRICT	2/26/93	582.27
CLIFFORD	POLICE OFFICER	THIRD DISTRICT	3/06/93	189.15
COLE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/93	66.00
COLEMAN	POLICE OFFICER	FIFTH DISTRICT	9/23/92	75.00
COLLINS	POLICE OFFICER	FIFTEENTH DISTRICT	12/25/92	230.00
COLLINS	POLICE OFFICER	THIRD DISTRICT	2/26/93	295.00
COLON	POLICE OFFICER	NINETEENTH DISTRICT	2/12/93	208.00
COLTRI	POLICE OFFICER	EIGHTEENTH DISTRICT	1/31/93	902.50
CONLEY	POLICE OFFICER	FOURTEENTH DISTRICT	3/18/93	448.60
CONNELLY	POLICE OFFICER	ELEVENTH DISTRICT	3/14/93	536.00
CONROY	POLICE OFFICER	NINETEENTH DISTRICT	3/27/93	307.00
CONSIDINE	POLICE OFFICER	SEVENTH DISTRICT	3/21/93	162.80
	POLICE OFFICER	FIFTEENTH DISTRICT	3/08/93	304.94
	POLICE OFFICER	EIGHTH DISTRICT	2/19/93	985.90

C I T Y U F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/14/93

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CORSO	POLICE OFFICER	NINETEENTH DISTRICT	3/18/93	52.00
CORTES	POLICE OFFICER	THIRTEENTH DISTRICT	6/25/92	90.00
COSTA	POLICE OFFICER	FIFTEENTH DISTRICT	3/13/93	329.00
CRAWFORD	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/08/93	593.60
CUNZALO	POLICE OFFICER	FIFTH DISTRICT	5/10/92	400.00
DACE	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/09/93	268.00
DALEY	POLICE OFFICER	TWELFTH DISTRICT	1/26/93	962.00
DALIEG	POLICE OFFICER	FIFTH DISTRICT	4/03/92	103.00
DAMMONS	POLICE OFFICER	EIGHTH DISTRICT	11/23/92	75.00
DANIELS	POLICE OFFICER	THIRD DISTRICT	2/09/93	183.50
DAVIS	POLICE OFFICER	SECOND DISTRICT	6/23/84	673.25
DAWSON	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	1/03/93	517.00
DEAL	POLICE OFFICER	SECOND DISTRICT	1/07/93	702.00
DELACRUZ	POLICE OFFICER	RECRUIT TRAINING	5/25/92	60.00
DELVALLE	POLICE OFFICER	NINTH DISTRICT	1/29/93	189.00
DEMITRO	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	2/21/93	145.00
DERAEDT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/23/93	3672.35
DEVEREAUX	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/09/92	1442.50
DIGRAZIA	POLICE OFFICER	YOUTH DIVISION AREA TWO	3/02/93	462.00
DILLON	POLICE OFFICER	EIGHTEENTH DISTRICT	3/02/93	818.00
DINKEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/14/91	283.50
DIXON	POLICE OFFICER	FOURTH DISTRICT	7/28/92	110.00
DOCHERTY	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/23/93	2329.00
DOLAN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/93	328.00
DOLL	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/16/93	940.00
DOLL	POLICE OFFICER	EIGHTH DISTRICT	7/03/91	1783.00
DOMAGALA	POLICE OFFICER	UNKNOWN	2/24/93	337.85
DONNELLY	POLICE OFFICER	TENTH DISTRICT	7/14/88	15511.90
DONOVAN	POLICE OFFICER	NINTH DISTRICT	3/19/93	689.00
DOWNES	POLICE OFFICER	FIFTH DISTRICT	1/18/93	440.00
DOYAL	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/18/92	284.00
DOYLE	POLICE OFFICER	NINETEENTH DISTRICT	9/01/92	185.25
DRIVER	POLICE OFFICER	SECOND DISTRICT	12/29/91	762.00
EARNEST	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/08/93	1947.55
EICH	POLICE OFFICER	SECOND DISTRICT	1/29/93	607.00
EICHLER	POLICE OFFICER	SECOND DISTRICT	9/02/92	134.00
EIGENBAUER	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/12/93	145.00
ELLIOTT	POLICE OFFICER	FOURTEENTH DISTRICT	12/27/92	56.20
ENGLISH	POLICE OFFICER	UNKNOWN	3/06/93	461.00
ENTRESS	POLICE OFFICER	FIFTEENTH DISTRICT	1/13/93	1880.81
EPPLING	POLICE OFFICER	FIFTEENTH DISTRICT	3/26/93	399.80
ESCHBACH	POLICE OFFICER	NINTH DISTRICT	3/08/93	811.68
ESPOSITO	POLICE OFFICER	TWENTIETH DISTRICT	1/20/93	187.00
EVANS	POLICE OFFICER	FOURTEENTH DISTRICT	1/16/93	614.00
EVANS	POLICE OFFICER	ELEVENTH DISTRICT	3/01/91	249.00
EVANS	POLICE OFFICER	THIRD DISTRICT	2/11/93	80.00
EVANS	POLICE OFFICER	THIRD DISTRICT	1/20/93	264.00
EVANS	POLICE OFFICER	SEVENTH DISTRICT	12/01/92	293.61
EVANS	POLICE OFFICER	SEVENTH DISTRICT	1/29/93	194.25

7/14/93

REPORTS OF COMMITTEES

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CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 7/14/93
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FARAGOI	POLICE OFFICER	THIRD DISTRICT	2/07/93	346.75
FAULKNER	POLICE OFFICER	EIGHTH DISTRICT	2/08/93	283.25
FELDMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/03/93	761.50
FINE	POLICE OFFICER	ELEVENTH DISTRICT	1/26/93	52.00
FINLON	POLICE OFFICER	EIGHTEENTH DISTRICT	1/04/93	2109.01
FIRFIR	POLICE OFFICER	TWENTIETH DISTRICT	12/12/92	30.00
FLORES	POLICE OFFICER	ELEVENTH DISTRICT	2/12/92	292.50
FLORES	POLICE OFFICER	TWELFTH DISTRICT	3/28/93	288.00
FLYNN	POLICE OFFICER	TWELFTH DISTRICT	1/01/93	54.50
FORD	POLICE OFFICER	UNKNOWN	3/30/93	295.00
FOX	POLICE OFFICER	EIGHTH DISTRICT	3/02/93	478.80
FRACTION	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	10/09/92	1749.00
FRAZIER	POLICE OFFICER	SECOND DISTRICT	10/22/92	940.00
FUNDAREK	POLICE OFFICER	NINTH DISTRICT	3/25/93	200.00
GAINER	POLICE OFFICER	MOUNTED UNIT	2/23/93	68.00
GALLOWAY	POLICE OFFICER	TENTH DISTRICT	3/29/93	3555.00
GANDY	POLICE OFFICER	THIRTEENTH DISTRICT	9/19/92	90.00
GANEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/09/93	107.25
GANISON	POLICE OFFICER	SEVENTH DISTRICT	5/10/88	250.00
GARGUL	POLICE OFFICER	FIFTEENTH DISTRICT	3/10/93	621.40
GARLINGTON	POLICE OFFICER	SECOND DISTRICT	1/03/93	290.00
GARTH	POLICE OFFICER	SANITATION UNIT	7/18/92	61255.63
GERMAN	POLICE OFFICER	FIFTH DISTRICT	10/23/92	75.00
GILBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/93	277.00
GIUDICE	POLICE OFFICER	TENTH DISTRICT	12/23/92	7533.39
GIUDICE	POLICE OFFICER	TENTH DISTRICT	3/23/93	160.00
GLASS	POLICE OFFICER	EIGHTH DISTRICT	3/05/93	158.00
GLEASON	POLICE OFFICER	TWENTIETH DISTRICT	6/11/92	40.00
GLEASON	POLICE OFFICER	TWENTIETH DISTRICT	8/16/92	350.00
GLEASON	POLICE OFFICER	FOURTH DISTRICT	3/29/92	150.00
GLYNN	POLICE OFFICER	FOURTH DISTRICT	3/08/93	1509.44
GOFF	POLICE OFFICER	UNKNOWN	3/10/93	326.00
GOFFRON	POLICE OFFICER	NINETEENTH DISTRICT	2/16/93	538.00
GOGA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/28/93	499.00
GOLAB	POLICE OFFICER	EIGHTH DISTRICT	2/24/93	519.75
GOLNICK	POLICE OFFICER	NINTH DISTRICT	8/04/92	99.25
GONZALES	POLICE OFFICER	UNKNOWN	8/15/92	142.00
GONZALEZ	POLICE OFFICER	FOURTH DISTRICT	3/10/93	670.75
GORDON-GOLDON	POLICE OFFICER	SEVENTEENTH DISTRICT	2/03/93	587.00
GORMAN	POLICE OFFICER	UNKNOWN	6/17/92	3039.00
GOSA	POLICE OFFICER	RECRUIT TRAINING	3/05/93	125.00
GOSA	POLICE OFFICER	THIRD DISTRICT	1/19/93	128.00
GRANLUND	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	2/11/93	2178.15
GRANT	POLICE OFFICER	TWENTIETH DISTRICT	3/13/93	909.60
GRAYZEK	POLICE OFFICER	TWENTIETH DISTRICT	3/03/93	415.50
GREEN	POLICE OFFICER	SIXTEENTH DISTRICT	3/07/93	27.82
GREVE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/92	8360.27
GREVE	POLICE OFFICER	SEVENTH DISTRICT	2/11/93	401.40
GREVE	POLICE OFFICER	SEVENTH DISTRICT	2/05/93	515.19

7/14/93

REPORTS OF COMMITTEES

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CITY COUNCIL ORDERS
COUNCIL MEETING OF 7/14/93
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
JOHNSON	POLICE OFFICER	TWELFTH DISTRICT	1/22/92	77.00
JOHNSON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/04/93	230.00
JOHNSON	POLICE OFFICER	ELEVENTH DISTRICT	1/20/93	535.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	10/14/92	335.00
JOHNSON	POLICE OFFICER	SIXTEENTH DISTRICT	6/27/92	23.00
JOHNSON	POLICE OFFICER	ELEVENTH DISTRICT	12/22/92	533.70
JOHNSON	POLICE OFFICER	ELEVENTH DISTRICT	3/19/93	495.75
JORIA	POLICE OFFICER	FIRST DISTRICT	2/12/93	596.50
JUREK	POLICE OFFICER	UNKNOWN	2/22/93	155.00
KAJDI	POLICE OFFICER	FOURTH DISTRICT	1/10/93	434.34
KALEMBA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/19/93	806.50
KAPUS	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/29/93	410.00
KAWASAKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/30/93	117.25
KEATING-VITTORINI	POLICE OFFICER	SIXTEENTH DISTRICT	1/15/92	1776.75
KELLY	POLICE OFFICER	FIRST DISTRICT	2/21/93	501.00
KERSTING	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	12/30/87	665.00
KILROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/25/93	248.00
KING	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/93	13256.16
KLASEN	POLICE OFFICER	UNKNOWN	10/15/92	794.00
KLEPETSCH	POLICE OFFICER	EIGHTH DISTRICT	12/22/92	88.00
KNICKERHM	POLICE OFFICER	NINETEENTH DISTRICT	10/05/92	937.00
KNUDSON	POLICE OFFICER	ELEVENTH DISTRICT	2/06/93	65.00
KOFRON	POLICE OFFICER	EIGHTH DISTRICT	2/21/93	481.00
KOPSKY	POLICE OFFICER	TWELFTH DISTRICT	2/10/93	3356.50
KOSALA	POLICE OFFICER	TWENTIETH DISTRICT	10/08/92	1739.00
KOWALSKY	POLICE OFFICER	MARINE UNIT	10/18/92	770.00
KRUPA	POLICE OFFICER	TENTH DISTRICT	2/08/93	159.00
KUZNIAR	POLICE OFFICER	FIFTEENTH DISTRICT	8/30/92	185.25
LANG	POLICE OFFICER	SEVENTH DISTRICT	2/26/93	134.00
LARGENT	POLICE OFFICER	FIRST DISTRICT	2/10/93	159.50
LAYNE	POLICE OFFICER	FIFTH DISTRICT	1/02/93	649.30
LEMON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/08/93	162.00
LESKO	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	1/02/93	480.45
LEWIS	POLICE OFFICER	ELEVENTH DISTRICT	1/12/92	12067.00
LEWIS	POLICE OFFICER	UNKNOWN	1/22/93	115.00
LEYENDECKER	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/93	437.38
LIPKA	POLICE OFFICER	ELEVENTH DISTRICT	1/15/93	182.00
LOCKARD	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/19/93	310.45
LONG	POLICE OFFICER	UNKNOWN	2/22/93	679.25
LORENZO	POLICE OFFICER	FOURTEENTH DISTRICT	11/27/92	14.00
LOSCZYK	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/10/93	185.00
LYNCH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/26/93	200.25
LYNN	POLICE OFFICER	EIGHTH DISTRICT	7/08/91	449.00
MACKOWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	6/04/89	825.00
MADERAK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/07/92	339.75
MAIDA	POLICE OFFICER	NINTH DISTRICT	10/28/92	8807.01
MALABARBA	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	7/28/92	264.00
MALDONADO	POLICE OFFICER	FIFTH DISTRICT	1/08/93	381.00
MANN-FREELS	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/14/93	329.00

CITY COUNCIL ORDERS
 COUNCIL MEETING OF 7/14/93
 REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARRAS	POLICE OFFICER	NINTH DISTRICT	2/20/93	583.50
MARRON	POLICE OFFICER	UNKNOWN	6/18/79	35.00
MARTIN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/31/93	2534.50
MARTIN	POLICE OFFICER	RECRUIT TRAINING	10/24/92	90.00
MARTIN	POLICE OFFICER	FIFTH DISTRICT	1/10/93	115.00
MATURA	POLICE OFFICER	TRAINING DIVISION	8/17/92	960.50
MAY	POLICE OFFICER	TENTH DISTRICT	1/20/93	621.20
MCAULIFFE	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	10/02/90	444.00
MCBRIDE	POLICE OFFICER	FIRST DISTRICT	2/13/93	360.25
MCCLORY	POLICE OFFICER	SIXTEENTH DISTRICT	1/11/93	340.00
MCCREA JR	POLICE OFFICER	SECOND DISTRICT	2/04/93	593.78
MCGREW	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/04/91	1085.00
MCKEE	POLICE OFFICER	TWELFTH DISTRICT	4/04/92	227.00
MCKNIGHT	POLICE OFFICER	EIGHTEENTH DISTRICT	4/09/92	975.00
MEADE	POLICE OFFICER	FOURTEENTH DISTRICT	2/21/93	170.00
MENDEZ	POLICE OFFICER	SECOND DISTRICT	1/15/93	295.15
MICELI	POLICE OFFICER	TWENTIETH DISTRICT	9/15/90	245.40
MIKUS	POLICE OFFICER	BOMB AND ARSON SECTION	10/13/92	143.00
MILLER	POLICE OFFICER	TENTH DISTRICT	1/15/93	120.60
MILLS	POLICE OFFICER	FIFTH DISTRICT	10/20/92	131.00
MINELLA	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	5369.48
MINNICK	POLICE OFFICER	CENTRAL DETENTION SECTION	1/07/93	4074.90
MITZNER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/93	287.00
MIZULA	POLICE OFFICER	YOUTH DIVISION AREA THREE	2/02/93	1707.70
MLADIC	POLICE OFFICER	TWELFTH DISTRICT	2/02/93	358.00
MOCKUS	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/91	68.00
MONTEDORE	POLICE OFFICER	SIXTEENTH DISTRICT	1/20/93	862.46
MONTEJANO-KALAT	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	2/09/93	270.00
MOORE	POLICE OFFICER	FIRST DISTRICT	2/27/93	190.00
MORENO	POLICE OFFICER	THIRTEENTH DISTRICT	2/11/93	2771.00
MORRISSEY	POLICE OFFICER	SECOND DISTRICT	11/18/92	72.26
MOSER	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	3/10/93	391.00
MULKERIN	POLICE OFFICER	SIXTH DISTRICT	1/30/93	327.15
MULLINS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	1650.00
MULVEY	POLICE OFFICER	ELEVENTH DISTRICT	2/02/93	112.00
MURPHY	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/23/93	488.00
MURPHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	206.00
MURRIN	POLICE OFFICER	ELEVENTH DISTRICT	3/11/93	463.10
MUSIAL	POLICE OFFICER	FIFTEENTH DISTRICT	1/19/93	155.00
NALLY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/16/93	432.00
NASH	POLICE OFFICER	TWENTIETH DISTRICT	10/25/92	342.00
NASS	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/92	1562.00
NATELSON	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/93	65.00
NAVARRETTE	POLICE OFFICER	TRAINING DIVISION	12/29/92	882.50
NELLI	POLICE OFFICER	RECRUIT TRAINING	12/25/91	150.00
NELSON	POLICE OFFICER	SIXTEENTH DISTRICT	6/01/92	237.00
NEUMANN	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91	36.21
NEWCOM	POLICE OFFICER	SEVENTEENTH DISTRICT	8/28/92	1510.00
	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/20/93	250.30

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CITY COUNCIL ORDERS
COUNCIL MEETING OF 7/14/93
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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NIKLEWICZ				
MITCHELL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/92	3432.00
NOLAN	POLICE OFFICER	PARKING ENFORCEMENT UNIT	2/21/93	473.50
NOWAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	312.95
O'BOYLE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/20/93	41.75
O'HAGAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/23/93	563.00
OBBERG	POLICE OFFICER	FIFTH DISTRICT	12/23/92	146.00
OBRIEN	POLICE OFFICER	SIXTH DISTRICT	1/01/93	490.55
OCALLAGHAN	POLICE OFFICER	FOURTH DISTRICT	1/01/93	656.52
ODONNELL	POLICE OFFICER	SEVENTEENTH DISTRICT	5/27/92	50.00
OLSON	POLICE OFFICER	UNKNOWN	5/20/92	983.00
OLSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/18/93	570.00
OMALLEY	POLICE OFFICER	SEVENTH DISTRICT	3/02/93	183.50
ONEAL	POLICE OFFICER	SECOND DISTRICT	2/08/93	87.00
ORAVETZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/19/93	1079.50
ORICK	POLICE OFFICER	TWELFTH DISTRICT	2/21/93	492.00
ORTIZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/28/93	233.00
ORYAN	POLICE OFFICER	TENTH DISTRICT	10/28/92	90.00
OTERO	POLICE OFFICER	ELEVENTH DISTRICT	7/13/92	84.25
OWCARZ	POLICE OFFICER	ELEVENTH DISTRICT	2/26/93	323.00
PALUCK	POLICE OFFICER	SEVENTH DISTRICT	2/11/93	2703.00
PANEK	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/06/93	1855.00
PADLONE	POLICE OFFICER	THIRD DISTRICT	7/20/90	36.00
PARKER	POLICE OFFICER	RECRUIT TRAINING	8/13/92	282.00
PAPLES	POLICE OFFICER	FIFTH DISTRICT	2/05/93	215.00
PILLOWS-DURALL	POLICE OFFICER	SEVENTH DISTRICT	2/13/93	2989.50
PONTI	POLICE OFFICER	FOURTEENTH DISTRICT	3/01/93	974.20
PREROST	POLICE OFFICER	EIGHTEENTH DISTRICT	2/28/93	631.66
PREMOZNIK	POLICE OFFICER	RECRUIT TRAINING	1/14/93	533.00
QUENZEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/08/92	100.00
RAGOS	POLICE OFFICER	NINTH DISTRICT	2/23/93	374.00
RANDOLPH	POLICE OFFICER	SEVENTEENTH DISTRICT	2/07/93	691.50
READUS	POLICE OFFICER	THIRD DISTRICT	2/14/92	492.00
RENDON-WIKTOREK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/25/93	229.25
RESTIVO	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/87	134.00
REYES	POLICE OFFICER	ELEVENTH DISTRICT	1/18/93	254.00
REYES	POLICE OFFICER	TENTH DISTRICT	4/06/82	173.00
REYES JR	POLICE OFFICER	FOURTEENTH DISTRICT	7/31/92	60.00
RICHARDSON	POLICE OFFICER	ELEVENTH DISTRICT	2/21/93	186.80
RICKERT-KEBR	POLICE OFFICER	SEVENTH DISTRICT	2/16/93	197.00
RIESS	POLICE OFFICER	EIGHTEENTH DISTRICT	12/27/90	29.00
RIHANI	POLICE OFFICER	TWENTIETH DISTRICT	2/24/93	150.00
RILEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/14/93	230.00
RIVERA	POLICE OFFICER	SEVENTEENTH DISTRICT	7/15/92	25.00
RIVERA	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/24/93	907.00
ROBINSON	POLICE OFFICER	THIRD DISTRICT	1/20/93	1230.30
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/15/93	742.00
ROE	POLICE OFFICER	FOURTH DISTRICT	7/10/92	75.00
ROGERS	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	8/13/92	500.50
ROSEN	POLICE OFFICER	FIFTEENTH DISTRICT	2/11/93	142.00
WILLIAM A				
WILMA				

C I T Y O F C H I C A G O
CITY COUNCIL ORDERS
COUNCIL MEETING OF 7/14/93
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROWAN	POLICE OFFICER	THIRTEENTH DISTRICT	2/23/93	421.60
ROWAN	POLICE OFFICER	NARCOTICS SECTION	2/18/93	226.00
ROYSTER	POLICE OFFICER	NARCOTICS SECTION	2/12/93	379.00
RUHNKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/13/92	18.35
RYAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/14/92	359.25
RYDBERG	POLICE OFFICER	THIRTEENTH DISTRICT	2/28/93	144.00
SAFFOLD	POLICE OFFICER	SEVENTH DISTRICT	2/18/93	190.25
SAILER	POLICE OFFICER	FIFTEENTH DISTRICT	10/27/92	692.00
SAKURAI	POLICE OFFICER	ENFORCEMENT SECTION	4/01/92	400.00
SAMUELS	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/93	1464.50
SANCHEZ	POLICE OFFICER	RECRUIT TRAINING	12/01/92	186.00
SASSO	POLICE OFFICER	NARCOTICS SECTION	2/16/93	716.00
SCHILD	POLICE OFFICER	EIGHTEENTH DISTRICT	2/26/93	628.25
SCHODTLER	POLICE OFFICER	RECRUIT TRAINING	8/03/92	119.00
SCOTT	POLICE OFFICER	TWENTIETH DISTRICT	2/15/92	1680.00
SEARS	POLICE OFFICER	TENTH DISTRICT	2/10/93	391.60
SERAFINI	POLICE OFFICER	SEVENTH DISTRICT	3/17/93	123.00
SERAFINI	POLICE OFFICER	NINETEENTH DISTRICT	3/08/91	11389.32
SEWARD	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/91	210.00
SHANAHAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/08/92	150.00
SHUEY	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/91	92.50
SIEDLECKI	POLICE OFFICER	INTERSECTION CONTROL UNIT	2/08/93	671.30
SILVESTRI	POLICE OFFICER	NINETEENTH DISTRICT	12/02/91	86.00
SKORODYNSKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/19/92	306.00
SMITH	POLICE OFFICER	FOURTEENTH DISTRICT	2/20/93	230.50
SMITH	POLICE OFFICER	EIGHTEENTH DISTRICT	1/31/93	443.75
SMITH	POLICE OFFICER	ELEVENTH DISTRICT	9/15/92	90.00
SMITH	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/92	90.00
SMITH	POLICE OFFICER	FIFTH DISTRICT	12/27/92	165.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	2/01/93	927.20
SMITH	POLICE OFFICER	FIFTH DISTRICT	2/21/92	15.00
SMITKA	POLICE OFFICER	THIRD DISTRICT	1/22/93	121.00
SPANN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/25/92	90.00
SPARANO	POLICE OFFICER	FIFTH DISTRICT	1/02/93	833.00
SPARANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/23/93	960.00
SPATAFORA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/08/92	131.00
STAMPLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/10/93	2573.00
STASZAK	POLICE OFFICER	RECRUIT TRAINING	1/22/93	211.00
STEWART	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	2/23/93	214.50
STONE	POLICE OFFICER	SIXTH DISTRICT	1/14/83	177.72
STRAZA	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	119.00
SULLIVAN	POLICE OFFICER	NINTH DISTRICT	12/29/91	195.00
SZPARKOWSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/93	303.00
SZURA	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	2/25/93	197.25
TANTILLA	POLICE OFFICER	TENTH DISTRICT	12/12/92	471.80
TARARA	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/13/93	762.00
TAYLOR	POLICE OFFICER	SEVENTEENTH DISTRICT	3/22/92	95.00
TAYLOR	POLICE OFFICER	SEVENTH DISTRICT	1/26/93	677.00
TAYLOR	POLICE OFFICER	SIXTEENTH DISTRICT	2/22/93	7171.09

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CITY COUNCIL ORDERS
COUNCIL MEETING OF 7/14/93
REGULAR ORDERS

EMPLOYEE NAME	***** RANK *****	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
TEDESCO	POLICE OFFICER	TWELFTH DISTRICT	11/27/92	20.00
TODD	POLICE OFFICER	SIXTH DISTRICT	2/25/93	405.00
TOOLIS	POLICE OFFICER	TWELFTH DISTRICT	2/26/93	2399.00
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	8/23/92	95.00
TURNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/06/93	1180.00
UTZ	POLICE OFFICER	ENFORCEMENT SECTION	5/14/92	66.00
VALDES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/28/93	377.00
VALIENT	POLICE OFFICER	SEVENTH DISTRICT	3/25/90	100.00
VERA	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/04/91	123.50
VINSON	POLICE OFFICER	FIFTH DISTRICT	9/16/91	2174.00
WAGNER	POLICE OFFICER	ENFORCEMENT SECTION	10/19/92	45.00
WALICZEK	POLICE OFFICER	TENTH DISTRICT	4/08/92	36.00
WALLACE JR	POLICE OFFICER	UNKNOWN	9/16/91	125.00
WALLACE JR	POLICE OFFICER	UNKNOWN	11/25/92	65.00
WALSH	POLICE OFFICER	UNKNOWN	2/27/93	327.00
WARD	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/31/91	250.00
WASHINGTON	POLICE OFFICER	SIXTH DISTRICT	12/24/92	873.00
WENDT	POLICE OFFICER	RECRUIT TRAINING	6/15/92	41.00
WESTPHAL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/29/91	2725.00
WHITEHEAD	POLICE OFFICER	TWELFTH DISTRICT	1/20/93	468.50
WILKES	POLICE OFFICER	SIXTH DISTRICT	2/02/93	250.00
WILLIAMS	POLICE OFFICER	SIXTEENTH DISTRICT	2/21/93	310.00
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	1/21/93	2477.75
WILLIAMS	POLICE OFFICER	VICE CONTROL SECTION	1/30/93	131.00
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	1/30/93	1794.00
WILLINGHAM	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	2/01/93	168.15
WIMBERLY	POLICE OFFICER	UNKNOWN	2/05/93	3456.00
WINTERS-DANIEL	POLICE OFFICER	RECRUIT TRAINING	12/13/90	361.50
WITHERS	POLICE OFFICER	SEVENTH DISTRICT	2/11/93	1971.00
YOUNG	POLICE OFFICER	THIRD DISTRICT	1/03/93	373.30
ZAVALA	POLICE OFFICER	NINTH DISTRICT	2/04/93	565.00
ZBIERALSKI	POLICE OFFICER	NARCOTICS SECTION	2/23/93	85.00
ALLEYNE	FIREFIGHTER	FIRST DISTRICT	10/04/92	629.45
ANDERSON	PARAMEDIC	ENGINE COMPANY 93	2/23/93	329.00
BEAUREGARD	LIEUTENANT	EMS DISTRICT 4 HEADQUARTERS &	2/11/93	2761.00
BEDORE	PARAMEDIC	DISTRICT RELIEF 5	6/29/92	31.00
BRADTKE	FIREFIGHTER	EMS DISTRICT 1 HEADQUARTERS & R	2/12/93	89.00
BRANSON	FIREFIGHTER	ENGINE COMPANY 91	2/01/93	308.93
BURGER	FIREFIGHTER	ENGINE COMPANY 46	2/12/93	4131.30
BURNS	POLICE OFFICER	UNKNOWN	2/11/93	409.75
BURNS	FIREFIGHTER	UNKNOWN	2/24/93	564.50
CASCONE	FIREFIGHTER	ENGINE COMPANY 68	10/11/92	317.00
CHAMBERS	FIREFIGHTER	REPAIR SHOP	2/22/93	33.25
CORCORAN	PARAMEDIC	AMBULANCE 27	12/08/92	642.50
CREED	FIREFIGHTER	TRUCK 36	2/19/93	57.00
CULLEN	PARAMEDIC	UNKNOWN	7/16/92	36.00
CULLEN	FIREFIGHTER	TRUCK 35	4/30/92	328.00
DESILVA-KING	FIREFIGHTER	TRUCK 35	2/21/93	50.00
DUNCAN	PARAMEDIC	AMBULANCE 37	1/22/92	201.60
	FIREFIGHTER	ENGINE COMPANY 93	2/13/93	

CITY COUNCIL ORDERS
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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
EDLING	ENGINEER	ENGINE COMPANY 118	12/18/92	93.25
ENRIGHT	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS & BATTALION 6	1/20/93	488.86
FLEISCHHACKER	CAPTAIN	BATTALION 6	3/22/93	359.50
FOERTSCH	FIREFIGHTER	SQUAD 1	11/25/92	80.00
HAMILTON	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	2/07/93	189.15
HANDS	FIREFIGHTER	AMBULANCE 3	4/06/90	70.00
HARRINGTON	ENGINEER	EMS DISTRICT 4 HEADQUARTERS & TRUCK 51	7/25/91	190.00
HELMOLD	PARAMEDIC	AMBULANCE 36	2/09/93	79.00
HERRERA	FIREFIGHTER	TRUCK 51	2/15/93	352.00
HOEH	PARAMEDIC	UNKNOWN	3/09/93	140.25
HORNER	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	2/11/93	138.00
IZZO	FIREFIGHTER	TRUCK 11	2/10/93	353.00
JONES	FIREFIGHTER	ENGINE COMPANY 117	2/23/93	348.00
JONES	FIREFIGHTER	ENGINE COMPANY 55	2/16/93	263.00
KALLIS	FIREFIGHTER	UNKNOWN	4/23/92	34.00
KEANE	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	1/09/93	94.50
KEIPER-KNAPP	PARAMEDIC	AMBULANCE 9	2/10/93	714.49
KING	PARAMEDIC	AMBULANCE 19	2/14/93	531.00
KOSMOSKI	PARAMEDIC	AMBULANCE 3	10/25/92	22.00
KOVALEVYCH	LIEUTENANT	DISTRICT RELIEF 1	2/18/93	424.75
LAZZARA	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	2/06/93	318.40
LEVIN	PARAMEDIC	UNKNOWN	8/02/92	2735.00
MALONE	PARAMEDIC	UNKNOWN	7/24/91	84.00
MARTIN	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS & TRUCK 19	2/09/93	272.77
MCCALLUM	FIREFIGHTER	TRUCK 19	3/14/93	1782.25
MCCORMACK	FIREFIGHTER	ENGINE COMPANY 60	7/31/90	29.00
MCCURRIE-ZOUBEK	PARAMEDIC	AMBULANCE 41	2/24/93	396.15
MCOREAL	LIEUTENANT	TRUCK 37	2/07/93	331.00
MCNABB	FIREFIGHTER	TRUCK 17	2/12/93	4107.10
METROPULOS	LIEUTENANT	ENGINE COMPANY 113	9/23/92	2626.00
MOCKLER	FIREFIGHTER	TRUCK 19	2/19/93	197.50
MORAN	FIREFIGHTER	TRUCK 37	12/22/91	112.00
MORAN	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS & TRUCK 19	1/11/93	126.00
MULROE	PARAMEDIC	AMBULANCE 45	10/06/92	313.50
MURRAY	ENGINEER	AMBULANCE 14	9/29/92	8139.45
MUSCIA	FIREFIGHTER	SQUAD 4	8/15/92	67.00
NUTOW	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	1/20/93	5442.34
OBAFEMI	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	2/05/93	334.50
ODONNELL	FIREFIGHTER	ENGINE COMPANY 116	12/27/92	75.50
ONEILL	CAPTAIN	TRUCK 40	12/19/92	382.00
PALOMO	FIREFIGHTER	TRUCK 17	10/20/91	100.00
PETREY	FIREFIGHTER	ENGINE COMPANY 103	4/02/91	262.00
P IWINSKI	PARAMEDIC	AMBULANCE 48	10/24/92	86.00
POTESAK	ENGINEER	UNKNOWN	7/24/92	3772.66
PRO-PROTOLIPAC	FIREFIGHTER	ENGINE COMPANY 101	2/12/93	16588.02
PUGH	FIREFIGHTER	TRUCK 58	1/14/92	180.27
PULIDO	FIREFIGHTER	TRUCK 33	12/27/92	79.50
RAICA	CAPTAIN	UNKNOWN	1/01/93	3132.00
RHOADES	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	2/12/93	224.30

CITY COUNCIL ORDERS
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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROSA ANNA M	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS & TRUCK 36	7/10/92	290.00
SAMPEY TIMOTHY	FIREFIGHTER	ENGINE COMPANY 100	2/06/93	639.00
SCANNELL JOHN	FIREFIGHTER	AMBULANCE 41	11/03/92	4580.00
SEMERAU SHERI	PARAMEDIC	ENGINE COMPANY 120	8/13/92	724.00
SIMS DAVID	FIREFIGHTER	EMS DISTRICT 6 HEADQUARTERS & R TRUCK 38	12/07/91	541.00
SOMMER DEBORAH	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS & ENGINE COMPANY 23	2/22/93	11610.30
STRIEDL MICHAEL	FIREFIGHTER	ENGINE COMPANY 92	2/22/93	75.00
STRZALKA CHRISTOPHER	PARAMEDIC	ENGINE COMPANY 95	10/08/92	11396.07
SZCZEPANIAK DENNIS	FIREFIGHTER	ENGINE COMPANY 19	2/22/93	1942.50
TEMPLE RICHARD	PARAMEDIC	SNORKEL SQUAD 3	1/06/92	70.00
TOKARZ DALE	FIREFIGHTER	AMBULANCE 42	3/20/92	95.00
TOURE KUBLAI	FIREFIGHTER	ENGINE COMPANY 63	1/05/91	3147.22
TROTT MICHAEL	PARAMEDIC	UNKNOWN	12/27/92	1938.00
WALLACE JEAN	FIREFIGHTER	ENGINE COMPANY 93	11/15/92	258.00
WARRICK DONNELL	FIREFIGHTER	AMBULANCE 31	8/21/90	301.80
WHITE JAMES	FIREFIGHTER	EMS DISTRICT 6 HEADQUARTERS & R BATTALION 18	2/23/93	183.00
WILDER LARRY	LIEUTENANT	ENGINE COMPANY 113	9/08/87	95.00
WILLIAMS DAVID A	PARAMEDIC	ENGINE COMPANY 16	2/12/93	75.50
WILLIAMS JERRY	FIREFIGHTER	ENGINE COMPANY 102	2/06/93	874.28
WISNIEWSKI THOMAS	FIREFIGHTER	ENGINE COMPANY 23	9/08/92	336.00
WOODS MARLOW	FIREFIGHTER		2/23/92	272.00
WRATSKHD ROBERT	CAPTAIN		5/14/92	500.00
YOUNG GARRY	FIREFIGHTER		11/20/89	50.00
ZUBIK DAVID	FIREFIGHTER			

CITY COUNCIL ORDERS
 COUNCIL MEETING OF 7/14/93
 THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBERTI	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	465.35
ANDERSON	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/24/93	62.00
ANDERSON--JONES	POLICE OFFICER	FIFTH DISTRICT	2/24/93	1732.50
ARCHER	POLICE OFFICER	SEVENTEENTH DISTRICT	1/25/93	9036.25
BAEZ	POLICE OFFICER	FOURTH DISTRICT	2/09/93	1385.22
BARRETT	POLICE OFFICER	FOURTH DISTRICT	2/26/93	359.00
BARRON	POLICE OFFICER	SEVENTEENTH DISTRICT	2/26/93	490.49
BARTOSIK	POLICE OFFICER	EIGHTH DISTRICT	2/08/93	3160.75
BASURTO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/29/93	498.00
BECK	POLICE OFFICER	SECOND DISTRICT	2/10/93	72.00
BOFFO	POLICE OFFICER	INTELLIGENCE SECTION	2/25/93	524.00
BOLGER	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/92	77.00
BROGAN	POLICE OFFICER	FIRST DISTRICT	8/05/92	551.00
BROWN	POLICE OFFICER	FIFTEENTH DISTRICT	10/24/92	1630.80
BURNS	POLICE OFFICER	ELEVENTH DISTRICT	2/16/93	2993.00
BURRELL	POLICE OFFICER	THIRD DISTRICT	11/19/92	507.00
CALLAHAN	POLICE OFFICER	FOURTH DISTRICT	2/23/93	463.00
CARNEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/29/93	1810.00
CARTER	POLICE OFFICER	SIXTH DISTRICT	5/06/88	236.00
CARVAJAL	POLICE OFFICER	FOURTH DISTRICT	2/09/93	428.69
CHAPMAN	POLICE OFFICER	SIXTH DISTRICT	2/04/93	1330.08
CHASEN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/93	247.29
CLARK	POLICE OFFICER	TWELFTH DISTRICT	12/17/92	211.00
CLARK	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	10/18/79	4416.55
CONANT	POLICE OFFICER	FIFTEENTH DISTRICT	2/03/93	805.10
CONTRERAS	POLICE OFFICER	SEVENTH DISTRICT	2/02/93	2119.75
COYLE	POLICE OFFICER	NINETEENTH DISTRICT	2/23/93	293.00
DEFRANCE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/92	840.00
DETLIOFF	POLICE OFFICER	FIFTH DISTRICT	12/22/92	165.00
DUNIGAN	POLICE OFFICER	TENTH DISTRICT	2/04/93	256.00
ENALTT	POLICE OFFICER	FIFTEENTH DISTRICT	2/08/90	86.00
ENGELS	POLICE OFFICER	FIFTEENTH DISTRICT	10/17/92	261.50
FERNANDES	POLICE OFFICER	FIFTEENTH DISTRICT	12/13/92	849.00
FIEDLER	POLICE OFFICER	SEVENTH DISTRICT	3/20/93	274.08
FINNIGAN	POLICE OFFICER	NINETEENTH DISTRICT	7/09/92	1205.75
FINDOCHIO	POLICE OFFICER	UNKNOWN	8/15/92	300.00
FLEMING	POLICE OFFICER	SEVENTEENTH DISTRICT	1/10/93	870.00
FOLEY	POLICE OFFICER	FOURTEENTH DISTRICT	8/10/92	2138.00
FRANCESCHI	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/27/93	2732.00
GANN	POLICE OFFICER	TENTH DISTRICT	3/28/93	939.20
GASS	POLICE OFFICER	FOURTH DISTRICT	3/10/93	6465.45
GLYNN--JOHNSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/27/93	619.00
GOLICH	POLICE OFFICER	SIXTH DISTRICT	3/12/93	313.00
GOUGH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/13/93	891.00
GREGORIO JR	POLICE OFFICER	RECRUIT TRAINING	3/19/93	125.00
GUBRUD	POLICE OFFICER	SIXTEENTH DISTRICT	2/11/93	334.00
GUTHRIE	POLICE OFFICER	UNKNOWN	8/31/90	521.00
HARRIS	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/21/92	770.00
HARROLD	POLICE OFFICER	EIGHTEENTH DISTRICT	2/26/93	1229.00

7/14/93

REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/14/93

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HART	POLICE OFFICER	THIRTEENTH DISTRICT	7/18/92	65.00
HILL	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	12/01/92	277.00
HILL	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/91	88.00
HLADZUK	POLICE OFFICER	PARKING ENFORCEMENT UNIT	2/14/93	190.00
HUGHES	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/02/93	612.00
HUMPHREY	POLICE OFFICER	INTELLIGENCE SECTION	2/25/93	583.25
JENKINS	POLICE OFFICER	FIFTH DISTRICT	10/20/92	131.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	12/10/91	149.00
JOTAUTAS	POLICE OFFICER	FIFTEENTH DISTRICT	6/08/92	7915.34
KANDL	POLICE OFFICER	SEVENTH DISTRICT	2/02/93	466.50
KAZUPSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	3/28/93	1335.00
KEELEY	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/16/93	80.00
KELLY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/04/93	377.70
KENNY	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/12/93	697.00
KRUGER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/07/93	3872.50
LAMBROS	POLICE OFFICER	FIFTEENTH DISTRICT	2/09/92	1938.00
LANGSTON	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/03/93	697.00
LARSON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/24/93	1029.59
LEISER	POLICE OFFICER	AUTO THEFT SECTION	1/22/93	243.00
LEVENT	POLICE OFFICER	TENTH DISTRICT	2/28/93	2988.00
LUNDGREN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/27/91	313.00
LYZA	POLICE OFFICER	FOURTEENTH DISTRICT	12/13/92	5869.50
MANADIS	POLICE OFFICER	FOURTH DISTRICT	2/26/93	844.75
MANNING	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/19/93	140.25
MARTHUR	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/01/92	9399.98
MCCANN	POLICE OFFICER	SIXTH DISTRICT	2/04/93	1013.88
MCCARTHY	POLICE OFFICER	THIRD DISTRICT	1/03/93	4644.26
MCCORKLE	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92	100.00
MCLEAN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/04/93	1298.30
MCMURRAY	POLICE OFFICER	TENTH DISTRICT	2/28/93	364.60
MCNAMARA-SCIMECA	POLICE OFFICER	TENTH DISTRICT	2/28/93	642.60
MCNICHOLAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/02/93	646.30
MONTGOMERY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/11/93	4889.00
MORIARTY	POLICE OFFICER	FIFTEENTH DISTRICT	8/27/91	50.00
MOSQUEDA	POLICE OFFICER	FOURTEENTH DISTRICT	1/22/93	612.80
NASSER	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/24/93	375.65
NAROCKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/19/93	93.00
NOWICKI	POLICE OFFICER	EIGHTH DISTRICT	10/30/91	36.00
OBRIEN	POLICE OFFICER	FOURTEENTH DISTRICT	12/13/92	101.00
OCALLAGHAN	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/03/93	1013.00
OVERTON	POLICE OFFICER	SEVENTEENTH DISTRICT	2/26/93	441.00
PONNE	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	198.00
PRZYWARA	POLICE OFFICER	FOURTH DISTRICT	2/26/93	544.00
RAPIER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/07/93	1777.10
REDDING	POLICE OFFICER	THIRD DISTRICT	10/15/92	342.75
RIESS	POLICE OFFICER	FOURTEENTH DISTRICT	10/16/92	5.00
RIVERS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/06/91	70.00
RODQERS	POLICE OFFICER	THIRD DISTRICT	1/15/93	990.50
		RECRUIT TRAINING	7/30/92	1105.00

CITY COUNCIL ORDERS
 COUNCIL MEETING OF 7/14/93
 THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/92	132.00
ROMANO	POLICE OFFICER	SIXTEENTH DISTRICT	2/01/93	614.00
ROSEN	POLICE OFFICER	FIFTEENTH DISTRICT	3/05/93	375.00
ROSEBUSCH	POLICE OFFICER	TWENTIETH DISTRICT	10/06/91	120.00
RUZEVICH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/21/92	90.00
SADLER	POLICE OFFICER	NINTH DISTRICT	2/03/93	731.00
SALAZAR	JACQUELINE	RECRUIT TRAINING	2/04/93	10.00
SCHMIDT	MICHAEL V	TWENTY-SECOND DISTRICT	2/12/93	2341.30
SCHNEIDER	GARY J	SIXTEENTH DISTRICT	2/11/93	4241.10
SERRET	MARY ANN	RECRUIT TRAINING	2/28/93	170.00
SGHWARZ	EDWARD C	TWENTY-THIRD DISTRICT	2/13/93	1695.30
SIDES	LONNIE	PUBLIC HOUSING DIVISION-SOUTH	11/13/92	781.00
SMITH	JAMES J	TENTH DISTRICT	2/04/93	1018.20
SNYDER	FREDERICK	TWENTIETH DISTRICT	7/10/92	1564.00
SOWINSKI	ROGER M	TWELFTH DISTRICT	6/24/89	42.00
STEPHANY	RAYMOND	NINTH DISTRICT	12/22/92	1178.00
SUSNIS	ANTHONY A	GANG CRIMES ENFORCEMENT DIVISI	9/11/92	31.00
SUTTLE	FLORA E	ELEVENTH DISTRICT	3/22/93	783.00
SWAIN	ESSTAVEYON	THIRD DISTRICT	11/11/91	654.75
SWANSON	KATHLEEN	NEIGHBORHOOD RELATIONS DIVISIO	3/18/92	4549.50
TAYLOR	CHARLES H	YOUTH DIVISION AREA ONE	1/27/93	6254.50
VOVOS	THOMAS	NINTH DISTRICT	2/03/93	400.00
WALCZAK	THEODORE J	INTERSECTION CONTROL UNIT	12/17/91	3014.25
WALTER	TIMOTHY	FIFTEENTH DISTRICT	12/13/92	3510.00
WASIK-GOMOLSKI	CHRISTINE A	TWENTY-FIRST DISTRICT	3/01/92	469.00
WHITE	MICHAEL W	EIGHTEENTH DISTRICT	2/26/93	320.00
WILLIAMS	BARBARA	FOURTH DISTRICT	7/04/92	671.00
WILLIAMSON	JAMES	NINTH DISTRICT	12/12/92	411.30
WILSON	FLORA	YOUTH DIVISION AREA ONE	12/13/92	3476.04
YOUNKER	SHERYL A	TWENTY-FOURTH DISTRICT	2/13/93	245.00
HUDSON	CURTIS	EMS DISTRICT 5 HEADQUATERS & R	1/14/93	9375.00
RENFROE	KEITH	ENGINE COMPANY 73	12/30/83	50.00

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUND, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names,

said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Personal Damage.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Harry Conrad 5652 South Maplewood Avenue Chicago, Illinois 60629	9/4/92 5652 South Maplewood Avenue	\$627.03

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Elmer Eldridge 50 East Schiller Street Chicago, Illinois 60610	9/3/91 50 East Schiller Street	\$1,500.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Judith Hickman 8637 South Dorchester Avenue Chicago, Illinois 60619	1/12/93 1219 East 87th Street	\$1,200.00
Robert E. Olson 9832 South Leavitt Street Chicago, Illinois 60643	12/24/91 2340 West 100th Street	800.00

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 92-0-274 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/27/92 1550 -- 1554 West Madison Street	\$1,375.00
The Peoples Gas Light and Coke Co. File 92-0-273 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/26/92 1351 South California Avenue	550.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File 92-0-272 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/19/92 2618 West Wilcox Street	\$570.00
The Peoples Gas Light and Coke Co. File 92-0-271 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/26/92 3431 West Grenshaw Street	383.00
The Peoples Gas Light and Coke Co. File 92-0-267 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/10/92 2644 North Richmond Street	441.00
The Peoples Gas Light and Coke Co. File 92-0-259 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	7/22/92 2732 North Richmond Street	616.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Toni Sinnott 3007 North Mango Avenue Chicago, Illinois 60634	9/8/91 6058 West Roscoe Street	\$500.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Francis Anthony Byrnes 10207 South Hoyne Avenue Chicago, Illinois 60643	6/4/92 10207 South Hoyne Avenue	\$447.55
Emma Muhne 5043 North Normandy Avenue Chicago, Illinois 60656	9/1/92 5043 North Normandy Avenue	134.10

Personal Damage.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Clifford Hraback 4992 North Kilpatrick Avenue Chicago, Illinois 60630	1/29/93 5043 North Kolmar Avenue	\$192.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Arie Crown Theatre Metropolitan Pier and Exposition Authority 2301 South Lake Shore Drive Attn: Ms. Jackie Huels, Agent Chicago, Illinois 60616	9/22/92 2301 South Lake Shore Drive -- Arie Crown Theatre	\$6,402.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John Bedolla and United Equitable Insurance Co. Cl. 800221 7373 North Cicero Avenue Lincolnwood, Illinois 60646	3/7/90 2755 West Wellington Avenue	\$894.41
Dorothy Clark P. O. Box 50203 Cicero, Illinois 60650	6/5/91 2600 West Jackson Boulevard	26.22
Gino L. Divito 713 Fairway Drive Glenview, Illinois 60025	2/17/93 Underground parking lot at Daley Center	800.43
Michael A. Tosi, Sr. 5454 North Oconto Avenue Chicago, Illinois 60656	1/22/93 5404 North New England Avenue	552.51

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the Claimant; on account of underground leaks:

Name And Address	Date And Location	Amount
Jessie V. Mallet 12300 South Emerald Avenue Chicago, Illinois 60628	8/2/88 to 1/9/90 12300 South Emerald Avenue	\$400.00
Bernice Burke 319 East 95th Street Chicago, Illinois 60619	1/25/91 to 7/23/91 319 East 95th Street	400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 34999
through 35000 of this Journal.]

**AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.**

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

(Continued on page 35001)

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 7/14/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON COMMONS CONDOS	17	SEMI-ANNUAL 92	333.00	THOMAS ALLEN	38
ADDISON HERITAGE CONDO. ASSN.	9	SEMI-ANNUAL 92	337.50	THOMAS ALLEN	38
ALBANY CONDOMINIUM	6	SEMI-ANNUAL 92	225.00	BERNARD L. STONE	50
ASTOR INCORPORATED	11	SEMI-ANNUAL 92	412.50	MARY ANN SMITH	48
ASTOR TERRACE CONDOMINIUM	52	SEMI-ANNUAL 92	1,950.00	BURTON F. NATARUS	42
ASTOR VILLA CONDOMINIUM ASSN.	50	SEMI-ANNUAL 92	1,875.00	FATRICK J. LEVAR	45
BEEKMAN PLACE HOMEOWNERS ASSN.	42	SEMI-ANNUAL 92	1,386.00	EDWIN W., EISENDRATH	43
BRETTON COURT BIFLEX OWNERS	32	SEMI-ANNUAL 92	900.00	CAROLE BIALCZAK	30
CALDWELL WOODS CONDO ASSOC.	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
CARL SANDBURG VILLAGE	566	SEMI-ANNUAL 92	10,740.00	BURTON F. NATARUS	42
COMMONWEALTH PLAZA CONDO. ASSN	370	SEMI-ANNUAL 92	5,250.00	BERNARD J. HANSEN	44
CORNELIA COURT CONDOMINIUM I	6	SEMI-ANNUAL 92	225.00	WILLIAM JP BANKS	36
DEVONWOOD KANCR #1	27	SEMI-ANNUAL 92	810.00	BRIAN G. DOHERTY	41
EDISON PARKER CONDOMINIUM #1	11	SEMI-ANNUAL 92	412.50	BRIAN G. DOHERTY	41
FRIENDLY VILLAGE #3 CONDO	12	SEMI-ANNUAL 92	444.00	BRIAN G. DOHERTY	41
GALLERY LOFTS	31	SEMI-ANNUAL 92	435.60	BRIAN G. DOHERTY	41
GRANVILLE BEACH CONDO. ASSN.	312	SEMI-ANNUAL 92	582.00	TERRY M., GABINSKI	32
GRANVILLE GARDENS CONDO ASSOC.	17	SEMI-ANNUAL 92	8,190.56	MARY ANN SMITH	48
IMPERIAL TOWERS CONDO ASSOC.	862	SEMI-ANNUAL 92	637.50	BERNARD L. STONE	50
INNISBROOK CONDO ASSOC. #5	54	SEMI-ANNUAL 92	1,128.00	HELEN SHILLER	46
JANVIS COURTS ASSOCIATION	18	SEMI-ANNUAL 92	675.00	BRIAN G. DOHERTY	41
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL 92	825.00	FATRICK J. LEVAR	45
KEDVALE TERRACE CONDOMINIUM	18	SEMI-ANNUAL 92	675.00	JOE MOORE	49
KINGS CORNER CONDOMINIUM	6	SEMI-ANNUAL 92	225.00	FATRICK J. LEVAR	45
LAWRENCE CONDOMINIUM ASSOC.	7	SEMI-ANNUAL 92	262.50	FATRICK J. LEVAR	45
LEXINGTON HOUSE CONDO	11	SEMI-ANNUAL 92	412.50	BRIAN G. DOHERTY	41
LIFESTYLE 2 CONDOMINIUM	6	SEMI-ANNUAL 92	225.00	JOE MOORE	49
MARINA TOWERS CONDO ASSOC	896	SEMI-ANNUAL 92	32,356.70	BURTON F. NATARUS	42
MICHIGAN BUILDING CORPORATION	20	SEMI-ANNUAL 92	750.00	BURTON F. NATARUS	42
NORTHWEST EDISON FL. CONDO	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
NORTHWEST POINT CONDO ASSOC.N.	42	SEMI-ANNUAL 92	1,575.00	BRIAN G. DOHERTY	41
NORTHWEST POINT WEST CONDO	10	SEMI-ANNUAL 92	375.00	BRIAN G. DOHERTY	41
NORWOOD COURTS CONDOMINIUM	120	SEMI-ANNUAL 92	3,000.00	FATRICK J O'CONNOR	40
NORWOOD VILLAGE CONDOMINIUM	8	SEMI-ANNUAL 92	300.00	BRIAN G. DOHERTY	41
NOTTINGHAM MANOR CONDO ASSOC.	8	SEMI-ANNUAL 92	300.00	WILLIAM JP BANKS	36
OLMSTED CONDOMINIUM ASSOC.	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
ONE EAST SCOTT CONDO. ASSOC.	240	SEMI-ANNUAL 92	4,278.00	BURTON F. NATARUS	42
ONE MAGNIFICENT MILE CONDO.	182	SEMI-ANNUAL 92	4,937.55	BURTON F. NATARUS	42
PARK CASTLE CONDOMINIUM ASSN.	69	SEMI-ANNUAL 92	2,587.50	BERNARD L. STONE	50
PARK TOWER CONDO. ASSOCIATION	728	SEMI-ANNUAL 92	12,220.75	MARY ANN SMITH	48
PARKVIEW EAST CONDO ASSOC.#2	30	SEMI-ANNUAL 92	1,125.00	BRIAN G. DOHERTY	41
PARKWAY CIRCLE CONDO ASSOC.	50	SEMI-ANNUAL 92	1,440.00	BRIAN G. DOHERTY	41
POINT EAST CONDOMINIUM	50	SEMI-ANNUAL 92	1,875.00	BRIAN G. DOHERTY	41
RIDGE PARK CONDO. ASSN.	21	SEMI-ANNUAL 92	767.50	BERNARD L. STONE	50

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/14/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
SANS SOUCI CONDO - BOARD OF SANDY CONDO ASSOC.	36	SEMI-ANNUAL 92	1,350.00	PATRICK J. LEVAR	45
SHEMANGOAH CONDO ASSOC INC	8	SEMI-ANNUAL 92	300.00	BURTON F. NATARUS	42
STATE TOWER CONDOMINIUM ASSN.	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
SUMMERDALE CONDOMINIUM	92	SEMI-ANNUAL 92	3,219.00	BURTON F. NATARUS	42
THE EDISONAIRE CONDOMINIUMS	18	SEMI-ANNUAL 92	675.00	PATRICK J O'CONNOR	40
THE MALIBU CONDOMINIUM	8	SEMI-ANNUAL 92	300.00	BRIAN G. DOHERTY	41
THE PORTALS AT GRANT PLACE	357	SEMI-ANNUAL 92	8,314.86	MARY ANN SMITH	48
THE WELLINGTON CONDOMINIUM	50	SEMI-ANNUAL 92	1,500.00	EDWIN W.. EISENDRATH	43
THE 2159 NORTH HARLEM BUILDING	106	SEMI-ANNUAL 92	3,173.20	BERNARD J. HANSEN	44
TUDOR COMMONS CONDO. ASSN.	12	SEMI-ANNUAL 92	450.00	WILLIAM JP BANKS	36
TWO TWENTY-THREE EAST DELAWARE	19	SEMI-ANNUAL 92	600.00	JOE MOORE	49
WATERFORD CONDO ASSOC., INC.	10	SEMI-ANNUAL 92	375.00	BURTON F. NATARUS	42
WINSTON TOWERS II ASSOCIATION	252	SEMI-ANNUAL 92	5,625.75	HELEN SHILLER	46
100 E. WALTON CONDO ASSOC.	218	SEMI-ANNUAL 92	4,200.00	BERNARD L. STONE	50
1110 N. LAKE SHORE DRIVE	248	SEMI-ANNUAL 92	4,350.00	BURTON F. NATARUS	42
1212 LAKE SHORE DRIVE CONDO.	74	SEMI-ANNUAL 92	2,700.00	BURTON F. NATARUS	42
1366 DEARBORN PARKWAY CONDO.	180	SEMI-ANNUAL 92	5,330.00	BURTON F. NATARUS	42
1418 N. LAKE SHORE DR. CONDO-	40	SEMI-ANNUAL 92	1,500.00	BURTON F. NATARUS	42
1501 W. GREENLEAF CONDO ASSOC.	28	SEMI-ANNUAL 92	1,050.00	EDWIN W.. EISENDRATH	43
1540 LAKE SHORE DRIVE CORP.	12	SEMI-ANNUAL 92	450.00	JOE MOORE	49
	29	SEMI-ANNUAL 92	1,087.50	EDWIN W.. EISENDRATH	43
1629-31 WEST FARGO CONDO. CORP	6	SEMI-ANNUAL 92	225.00	JOE MOORE	49
175 E. DELAWARE PL. HOMEOWNERS	705	SEMI-ANNUAL 92	19,289.50	BURTON F. NATARUS	42
20 EAST CEDAR CONDO ASSOC.	48	SEMI-ANNUAL 92	1,800.00	BURTON F. NATARUS	42
200 E. DELAWARE CONDO ASSOC.	189	SEMI-ANNUAL 92	5,940.00	BURTON F. NATARUS	42
2055 LUNT CONDOMINIUM ASSN.	16	SEMI-ANNUAL 92	484.80	BERNARD L. STONE	50
210 EAST PEARSON STREET CONDO.	61	SEMI-ANNUAL 92	1,978.00	BURTON F. NATARUS	42
2144 LINCOLN PK. WEST CONDO	91	SEMI-ANNUAL 92	3,245.46	EDWIN W.. EISENDRATH	43
2155 N. HARLEM AVENUE BUILDING	12	SEMI-ANNUAL 92	450.00	WILLIAM JP BANKS	36
2300 LAKE SHORE DR. CONDO	657	SEMI-ANNUAL 92	8,781.03	BERNARD J. HANSEN	44
2970 LAKE SHORE DRIVE CONDO.	106	SEMI-ANNUAL 92	2,160.00	BERNARD J. HANSEN	44
3900 LAKE SHORE DRIVE CONDO.	240	SEMI-ANNUAL 92	1,090.00	HELEN SHILLER	46
3950 NORTH LAKE SHORE DRIVE	658	SEMI-ANNUAL 92	14,550.00	HELEN SHILLER	46
40 EAST CEDAR CONDO ASSOC.	75	SEMI-ANNUAL 92	1,840.00	BURTON F. NATARUS	42
5153/59 N. EAST RIVER RD.	72	SEMI-ANNUAL 92	2,700.00	BRIAN G. DOHERTY	41
6490 REGENCY CONDO ASSOC	30	SEMI-ANNUAL 92	1,125.00	BRIAN G. DOHERTY	41
6419 N. SHERIDAN CONDO ASSC.	16	SEMI-ANNUAL 92	600.00	JOE MOORE	49
8435-39 W. BRYN MAWR CONDO	12	SEMI-ANNUAL 92	450.00	BRIAN G. DOHERTY	41
850 DE WITT CONDOMINIUM ASSN.	216	SEMI-ANNUAL 92	2,585.80	BURTON F. NATARUS	42

(Continued from page 34998)

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 35002 through
35021 of this Journal.]

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABRAMS, DAVID	14-06-214-017-0000	40 O'CONNOR	50.00
ABRAMS, FLORENCE	14-06-213-014-0000	40 O'CONNOR	50.00
ABRONOWITZ, FLORENCE	14-06-214-017-0000	40 O'CONNOR	50.00
ADAMS, JOHN	20-34-413-060-0000	06 STEELE	50.00
ADELMAN, SYLVIA	14-16-301-041-1170	46 SHILLER	50.00
ADRIAN, CATHERINE P.	13-16-114-045-1020	45 LEVAR	50.00
AGMON, BERTRUDE K.	14-06-214-017-0000	40 O'CONNOR	50.00
AHRENS, ROBERT J.	20-12-108-039-1020	04 PRECKWINKLE	50.00
ALLEN, ALICE	20-11-105-013-0000	04 PRECKWINKLE	50.00
ALLEN, JUNE	17-03-222-018-0000	42 NATARUS	50.00
ALLINGTON, BERTHA	14-08-310-024-0000	48 SMITH	50.00
ALSCHULER, BEATRICE	17-03-222-018-0000	42 NATARUS	50.00
ANDERSON, LUCILLE K.	10-36-206-025-0000	50 STONE	50.00
ARMSTRONG, EDWIN R.	17-03-222-018-0000	42 NATARUS	50.00
ARONSON, SYLVIA	14-05-203-011-1255	49 MOORE	50.00
ARRIAGA, CESAR	11-31-112-031-1012	50 STONE	50.00
ARTERBURN, ISABEL	17-10-400-012-1441	01 MAZOLA	50.00
ASHTON, JOHN D.	17-03-201-055-0000	42 NATARUS	50.00
AUBUCHON, LILLIAN C.	14-21-100-018-1221	46 SHILLER	50.00
BAILEY, LOLA	20-34-413-060-0000	06 STEELE	50.00
BAILEY, THOMAS	11-32-109-011-0000	49 MOORE	50.00
BAKER, ANNA	20-34-413-060-0000	06 STEELE	50.00
BALDWIN, ROSECRANS	17-03-201-055-0000	42 NATARUS	50.00
BALL, DONALD R.	10-36-206-025-0000	50 STONE	50.00
BALL, VERA J.	20-12-100-003-1276	04 PRECKWINKLE	50.00
BANK, HARJI D.	14-21-106-017-0000	46 SHILLER	50.00
BANNER, MARIAN & PAUL	17-03-221-004-0000	42 NATARUS	50.00
BARBORKA, WILLIAM V.	17-04-218-032-0000	43 EISENDRATH	50.00
BARRY, VIVIAN J.	10-36-206-025-0000	50 STONE	50.00
BARTOLJAY, FRANK P.	13-17-107-203-1006	38 ALLEN	50.00
BASS, MARGARET I.	14-16-304-039-1060	46 SHILLER	50.00
BAUNCHEN, JOSEPH	14-08-310-024-0000	46 SHILLER	50.00
BAZER, SAMUEL Z.	17-03-101-029-1182	43 EISENDRATH	50.00
BEAL, MARY	14-08-310-024-0000	48 SMITH	50.00
BEAL, RUFUS O.	20-11-109-010-0000	04 PRECKWINKLE	50.00
BECHARAS, GEORGE S.	14-21-305-030-1017	44 HANSEN	50.00
BEDEE, ROBERT & RUTH	17-10-401-005-1050	01 MAZOLA	50.00
BEECHAM, ANNIE	14-08-203-015-1041	48 SMITH	50.00
BEBBERON, LYNNEA	13-08-430-080-1028	45 LEVAR	50.00
BEHREND, MAY PIETZ	14-08-203-001-0000	48 SMITH	50.00
BEKENSTEIN, HARRY	20-12-108-039-1090	04 PRECKWINKLE	50.00
BELL, DOROTHY	20-34-413-060-0000	06 STEELE	50.00
BENENSON, CECELIA	14-21-112-010-0000	43 EISENDRATH	50.00
BENNETT, LUCILE	14-21-101-035-1026	46 SHILLER	50.00
BENNETT, SYLVIA K.	14-21-100-018-1060	46 SHILLER	50.00
BENTON, BERTHA	20-34-413-060-0000	06 STEELE	50.00
BENTY, LEMIS	12-25-201-045-1006	36 BANKS	50.00
BERENOWITZ, IRVING	11-29-308-020-1003	49 MOORE	50.00
BERKS, FAE	14-05-203-011-1087	49 MOORE	50.00
BERMAN, REBECCA	14-05-407-017-1334	48 SMITH	50.00
BERN, BEBE R.	14-28-203-027-1087	44 HANSEN	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BERNBERG, NATE	14-28-113-035-1068	44 HANSEN	50.00
BERNGARD, LAWRENCE J.	14-16-301-041-1813	46 SHILLER	50.00
BERNIX, JOSEPH	17-03-221-004-0000	42 NATARUS	50.00
BETZ, MARIE	14-05-215-015-1220	48 SMITH	50.00
BLADI, CATHERINE	19-15-230-058-0000	13 MADZYK	50.00
BIELEWICZ, BERNICE M.	17-10-401-005-1060	01 MAZOLA	50.00
BILAS, MADIA I.	14-21-314-053-0000	44 HANSEN	50.00
BINSTOCK, RUTH A.	14-28-200-003-1152	44 HANSEN	50.00
BISH, LEONARD	14-08-310-024-0000	48 SMITH	50.00
BISHOP, EVELYN	14-06-213-014-0000	40 O'CONNOR	50.00
BITTENBINDER, CHRISTOPH	13-09-328-067-1002	45 LEVAR	50.00
BLACK, WILLIE	20-34-413-060-0000	06 STEELE	50.00
BLASKER, ETHEL R.	14-21-111-007-1448	46 SHILLER	50.00
BLAUL, CATHERINE	14-06-213-014-0000	40 O'CONNOR	50.00
BLITZ, CARMIOT	14-28-322-015-0000	43 EISENRATH	50.00
BLOCK, YETTA	14-05-203-011-1069	49 MOORE	50.00
BLUM, ELEANOR	14-05-215-015-1330	48 SMITH	50.00
BOBO, BERTHA	20-34-413-060-0000	06 STEELE	50.00
BODNEY, DOROTHY J.	17-09-410-014-1260	42 NATARUS	50.00
BOBERT, GEORGE T.	14-28-322-015-0000	43 EISENRATH	50.00
BOLARCZYK, LEOKADIA	13-20-125-044-1007	38 ALLEN	50.00
BOKSA, STANISLAWA	13-09-328-062-1006	45 LEVAR	50.00
BONCLER, ELEANOR V.	13-17-107-194-1032	38 ALLEN	50.00
BOND, ROBERT	11-32-109-011-0000	49 MOORE	50.00
BONKE, DORIS G.	14-06-214-017-0000	40 O'CONNOR	50.00
BORCHARDT, BRIND	12-24-400-041-1009	36 BANKS	50.00
BOYCE, MARY	19-23-308-041-1007	13 MADZYK	50.00
BRADSHAW, EDYMYNE G.	20-13-103-009-0000	05 BLOOM	50.00
BRAIL, PHILIP S.	20-12-104-002-0000	04 PRECKWINKLE	50.00
BRANDIS, ERNESTINE	14-06-214-017-0000	40 O'CONNOR	50.00
BRANDIS, PAULA I.	14-21-305-030-1138	43 EISENRATH	50.00
BRASHERS, MARY	20-12-100-003-1190	04 PRECKWINKLE	50.00
BRAUDE, HYMAN S.	14-06-201-012-1007	50 STONE	50.00
BRENNAN, ANN B.	13-19-200-037-1015	38 ALLEN	50.00
BREMER, ELIZABETH	20-23-410-029-0000	05 BLOOM	50.00
BRIDGEFORTH, RAYMOND	20-34-413-060-0000	06 STEELE	50.00
BROWN, CECIL T.	17-10-401-005-1083	01 MAZOLA	50.00
BROWN, DONALD D.	17-10-401-005-1067	01 MAZOLA	50.00
BROWN, EVELYN	20-34-413-060-0000	06 STEELE	50.00
BROWN, ROSALEE	20-11-313-026-1016	04 PRECKWINKLE	50.00
BROWN, SAMUEL	14-05-211-016-1028	48 SMITH	50.00
BRUNFIELD, CARRIE	20-34-413-060-0000	06 STEELE	50.00
BRYO, VICTORIA	19-15-228-095-0000	13 MADZYK	50.00
BUDDEKE, BARBARA A.	14-16-304-039-1034	46 SHILLER	50.00
BUFFENS, DELLE	14-21-112-010-0000	44 HANSEN	50.00
BUFFENS, DELLE E.	14-21-112-010-0000	46 SHILLER	50.00
BURKE, MARGARET	17-03-222-018-0000	42 NATARUS	50.00
BURKE, ROSEMARY	12-12-202-087-1033	41 DOWERTY	50.00
BURNS, BEN	10-36-206-025-0000	50 STONE	50.00
BURNS, THOMAS	13-08-310-059-1014	45 LEVAR	50.00
BURTON, OLGA V.	14-05-407-017-1218	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BUTCHER, HENRIETTA	25-18-206-033-0000	19 RUBAI	50.00
BUTLER, HATTIE	20-34-413-060-0000	06 STEELE	50.00
BUTLER, MARY ELLEN	17-10-401-005-1457	01 MAZOLA	50.00
BYMAN, LEONARD	20-12-104-002-0000	04 PRECKWINKLE	50.00
CACPAL, PACITA P.	14-21-101-034-1257	46 SHILLER	50.00
CAMERON, CATHERINE I.	14-08-203-001-0000	48 SMITH	50.00
CAMPBELL, DORIS B.	14-28-203-028-1043	44 HANSEN	50.00
CARNICHAEL, CAROLYN G.	20-14-202-076-1288	04 PRECKWINKLE	50.00
CHAYES, VIVIAN R.	17-03-202-063-1165	42 NATARUS	50.00
CHERRY, LILLIAN J.	14-16-300-027-1039	46 SHILLER	50.00
CHEKIS, BARZILLAI	14-16-301-041-1423	46 SHILLER	50.00
CHURNOV, IRENE	11-31-114-023-1008	50 STONE	50.00
CLARK, JOHN W.	14-21-106-030-1050	44 HANSEN	50.00
CLAY, CLIFFORD H.	20-11-105-014-0000	04 PRECKWINKLE	50.00
CLEMENTS, ELFRIEDA	14-08-203-016-1209	48 SMITH	50.00
CLINE, KENNETH	14-06-214-017-0000	40 O'CONNOR	50.00
COATES, ROSELLA	20-34-413-060-0000	06 STEELE	50.00
COHEN, BERNICE G.	10-36-118-005-1007	50 STONE	50.00
COHEN, MADELEINE	17-03-220-020-1068	42 NATARUS	50.00
COHEN, MARVIN R.	17-03-202-061-1102	42 NATARUS	50.00
COHEN, MILTON H.	14-16-301-041-1386	46 SHILLER	50.00
COHEN, THELMA	17-03-101-027-1061	43 EISENDRATH	50.00
COHN, HAROLD E.	14-05-403-022-1062	48 SMITH	50.00
COLEMAN, SHIRLEY	14-05-407-015-1027	48 SMITH	50.00
COLLINS, MORRIS	14-21-307-047-1047	44 HANSEN	50.00
COLLINS, RUBY	20-34-413-060-0000	06 STEELE	50.00
CONARD, THEASEL	20-34-413-060-0000	06 STEELE	50.00
CONLON, DOROTHY T.	20-12-101-024-1026	04 PRECKWINKLE	50.00
CONNOLLY, MARTHA	14-06-213-014-0000	40 O'CONNOR	50.00
CONRAD, CHARLES	17-03-222-020-0000	42 NATARUS	50.00
CONSOVOY, FRANCES	17-03-222-015-0000	42 NATARUS	50.00
CONVISER, MEL A.	14-05-211-021-1069	48 SMITH	50.00
CONWAY, ROSEMARY	25-18-206-033-0000	19 RUBAI	50.00
COOKE, DORIS	14-16-301-041-1149	46 SHILLER	50.00
COONEY, LORETTA B.	13-19-412-032-1007	38 ALLEN	50.00
COOPER, MILLICENT H.	10-36-206-025-0000	50 STONE	50.00
COPELAND, ANITA R.	14-06-214-017-0000	40 O'CONNOR	50.00
CORCORAN, MARIE	17-03-101-022-0000	43 EISENDRATH	50.00
CORONATO, HELEN	12-24-100-111-1023	38 ALLEN	50.00
COLTER, GRACE M.	17-03-101-029-1064	43 EISENDRATH	50.00
COVINGTON, FRANCES	20-11-105-013-0000	04 PRECKWINKLE	50.00
CRANE, GERALD H.	14-21-106-017-0000	46 SHILLER	50.00
CRAWFORD, MARYANN	14-29-212-022-1016	44 HANSEN	50.00
CROFFETT, GEORGE	20-34-413-060-0000	06 STEELE	50.00
CROISANT, EDWARD D.	14-28-202-018-1073	44 HANSEN	50.00
CROOK, MARILEE	17-10-401-005-1052	01 MAZOLA	50.00
CROTTY, CAROL	17-03-222-018-0000	42 NATARUS	50.00
CROBANDVITS, IRENE M.	14-06-214-017-0000	40 O'CONNOR	50.00
CURRY, MARY S.	20-03-119-017-0000	02 HAITHCOCK	50.00
CYGAN, JESSIE	12-25-201-045-1002	36 BANKS	50.00
DALE, HELEN J.	14-21-111-007-1074	46 SHILLER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DAMA, ROSE	14-06-213-014-0000	40 O'CONNOR	50.00
DANGLER, DAVID W.	17-04-218-032-0000	43 EISENDRATH	50.00
DANIELS, JACK AND BEVERLY	20-12-100-003-1596	04 PRECKWINKLE	50.00
DARTIS, MARGARET	20-34-413-060-0000	06 STEELE	50.00
DAVIDAS, GEORGE S.	14-21-314-048-1713	44 HANSEN	50.00
DAVID, LOIS	20-12-114-047-1005	05 BLOOM	50.00
DAVID, MILDRED	14-06-213-014-0000	40 O'CONNOR	50.00
DAVIDSON, LOUIS A.	10-36-100-011-1049	50 STONE	50.00
DAVIS, CARRIE L.	20-24-322-020-1002	05 BLOOM	50.00
DAVIS, MEYER	20-13-103-009-0000	05 BLOOM	50.00
DAVISON, CHARLES	20-11-105-013-0000	04 PRECKWINKLE	50.00
DAWSON, HANLEY	17-03-101-022-0000	43 EISENDRATH	50.00
DEBBINS, ELLEN	14-21-111-007-1414	46 SHILLER	50.00
DECIMA, RUTH E.	14-08-203-017-1366	48 SMITH	50.00
DELAPAZ, DONNA	17-03-222-018-0000	42 MATARUS	50.00
DEPARTINO, RUTH	13-09-328-060-1014	45 LEVAR	50.00
DEPMA, LUCRETIA H.	14-05-215-017-1021	48 SMITH	50.00
DEROGSE, ALBERT & GRACE	14-21-312-047-1010	44 HANSEN	50.00
DESSER, BETTY	10-36-118-005-1240	50 STONE	50.00
DEMAR, JOHN	14-28-207-004-1442	43 EISENDRATH	50.00
DEXTER, MAGDALEN	14-08-203-015-1035	48 SMITH	50.00
DIAL, EASTER	20-34-413-060-0000	06 STEELE	50.00
DIENHART, JOHN W.	17-10-401-005-1594	01 MAZOLA	50.00
DINA, ANTHONY	14-28-103-055-1026	44 HANSEN	50.00
DINWIDDLE, LOIS	20-34-413-060-0000	06 STEELE	50.00
DISKAN, ESTHER	14-16-301-041-1572	46 SHILLER	50.00
DIXON, ERNESTINE	20-34-413-060-0000	06 STEELE	50.00
DOBBS, EUGENE	11-31-114-023-1028	50 STONE	50.00
DOI, KAZUKO	14-21-110-020-1021	46 SHILLER	50.00
DOMENAS, PAUL & JULIA	19-23-308-041-1001	13 MADZYK	50.00
DOULAS, EDNA	20-23-409-052-0000	20 TROUTMAN	50.00
DRAGE, GEORGE	14-28-204-010-1110	44 HANSEN	50.00
DRAY, HAROLD	20-14-104-002-0000	04 PRECKWINKLE	50.00
DREHER, LILLIAN H.	17-10-401-005-1266	01 MAZOLA	50.00
DRELL, ALICE	14-05-407-016-1159	48 SMITH	50.00
DRUMGOOLE, CATHERINE	20-34-413-060-0000	06 STEELE	50.00
DUBIN, EUGENE A.	14-21-106-017-0000	46 SHILLER	50.00
DUNNE, WILLIAM H. & NENA	17-10-400-012-1024	01 MAZOLA	50.00
DUNSKY, PAULINE	17-10-401-005-1319	01 MAZOLA	50.00
DUPUY, NELDA A.	20-11-105-014-0000	04 PRECKWINKLE	50.00
DZIALO, FLORENCE L.	13-19-412-032-1011	38 ALLEN	50.00
DZIATKIEWICZ, MATTHEW	19-26-114-002-0000	13 MADZYK	50.00
ECK, THERESA	14-08-310-024-0000	48 SMITH	50.00
ECTOR, WILLIAM	20-34-413-060-0000	06 STEELE	50.00
EDELMAN, LILLIAN	13-12-119-056-1001	40 O'CONNOR	50.00
EDEM, ALICE	14-08-203-015-1056	48 SMITH	50.00
EDMOND, NAOMI	20-34-413-060-0000	06 STEELE	50.00
EGAN, GEORGE	19-15-228-067-0000	13 MADZYK	50.00
EGAN, MARY A.	13-19-200-037-1005	38 ALLEN	50.00
EHRLICH, RUTH	14-16-301-041-1016	46 SHILLER	50.00
EHRLICH, MAX E.	20-12-100-003-1467	04 PRECKWINKLE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
EISENBERG, LEONARD J.	14-28-202-018-1039	44 HANSEN	50.00
EISENBERG, MAURICE	14-08-203-017-1032	48 SMITH	50.00
EISENSTAEDT, LEAN	14-05-211-021-1129	48 SMITH	50.00
EISENSTEIN, NORMAN	14-06-214-017-0000	40 O'CONNOR	50.00
EISENSTEIN, ROSEMARY	20-12-100-003-1217	04 PRECKWINKLE	50.00
ELLEFSON, DAVID W.	14-28-202-016-1058	44 HANSEN	50.00
ENGEL, SHIRLEY E.	14-06-218-014-1068	40 O'CONNOR	50.00
ENDERMAN, LILLIAN	14-08-203-016-1078	48 SMITH	50.00
EMELEHAUPT, WILLIAM H.	14-21-106-017-0000	46 SKILLER	50.00
EPSTEIN, JACK E.	10-36-100-011-1106	50 STONE	50.00
EPSTEIN, SIDNEY	17-03-103-024-0000	43 EISENDRATH	50.00
ERENBERG, RUTH R.	14-21-111-007-1063	46 SKILLER	50.00
EVANS, MAE	20-34-413-060-0000	06 STEELE	50.00
EVENSEN, MADELINE H.	11-30-307-094-0000	50 STONE	50.00
EVERHART, CLANTON	20-34-413-060-0000	06 STEELE	50.00
FAIRBANK, LUCY F.	14-28-203-027-1018	44 HANSEN	50.00
FAKLIS, ANTHONY	19-15-228-090-0000	13 MADRZYK	50.00
FALSTEIN, LAWRENCE I.	14-21-106-017-0000	46 SKILLER	50.00
FARKAS, SAMUEL	11-31-301-052-1003	50 STONE	50.00
FARNER, JOSEPHINE	20-34-413-060-0000	06 STEELE	50.00
FAZIO, PETER	17-03-101-022-0000	43 EISENDRATH	50.00
FEFER, SYLVIA	14-05-203-011-1025	49 MOORE	50.00
FELDMAN, HARRY	10-36-100-011-1058	50 STONE	50.00
FENTON, ARTHUR S.	14-05-211-021-1110	48 SMITH	50.00
FERN, JACK H.	14-16-304-039-1089	46 SKILLER	50.00
FEYERHERD, CHRISTA	19-19-215-023-1003	23 LASKI	50.00
FINCH, BYRDIE	14-06-213-014-0000	40 O'CONNOR	50.00
FINKEL, NORMA	14-24-314-053-1060	44 HANSEN	50.00
FINKELMAN, ISIDORE	14-06-214-017-0000	40 O'CONNOR	50.00
FISCHEL, BERLADINE	14-16-301-041-1143	46 SKILLER	50.00
FISCHER, VERA	14-06-213-014-0000	50 STONE	50.00
FISHER, FLORENCE	20-12-103-010-1015	04 PRECKWINKLE	50.00
FISHLOYE, ANN M.	14-05-211-021-1065	48 SMITH	50.00
FISHMAN, MAX	14-05-202-019-1081	49 MOORE	50.00
FLEISCHMAN, BERT M.	14-16-301-041-1611	46 SKILLER	50.00
FOLTA, ELEANOR	17-10-122-022-1034	42 NATARUS	50.00
FOOTE, HATTIE	20-11-105-013-0000	04 PRECKWINKLE	50.00
FOWLER, ALBERTA	20-11-109-010-0000	04 PRECKWINKLE	50.00
FOX, GEORGE W.	17-03-215-013-1026	42 NATARUS	50.00
FOX, JULIA	14-21-111-007-1670	46 SKILLER	50.00
FOY, PARTHENA	20-34-413-060-0000	06 STEELE	50.00
FRANCIE, VIRGINIA	17-03-208-002-0000	42 NATARUS	50.00
FRANK, ROBERT	10-36-118-005-1171	50 STONE	50.00
FREEMAN, HILDRED	20-12-108-039-1032	04 PRECKWINKLE	50.00
FREYMA, ELIZABETH	19-15-228-087-0000	13 MADRZYK	50.00
FREUND, CARLO & LISA	14-08-407-022-1057	48 SMITH	50.00
FRIED, JOSEF	20-14-216-002-0000	05 BLOOM	50.00
FRIEDMAN, LILLIAN	17-03-201-055-0000	42 NATARUS	50.00
FRIEDMAN, ANN	17-03-201-055-0000	42 NATARUS	50.00
FRIEDMAN, BEE R.	14-21-101-034-1110	46 SKILLER	50.00
FRIEDMAN, BERNARD	20-12-100-003-1509	04 PRECKWINKLE	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FRIEDMAN, ELMER	14-05-211-021-1138	48 SMITH	50.00
FRIEDMAN, JESSIE	13-12-232-032-1002	40 O'CONNOR	50.00
FRTZ, EMMA	10-36-206-025-0000	50 STONE	50.00
FUERST, JEAN S.	20-12-114-054-1077	05 BLOOM	50.00
FURBER, MILDRED	14-28-201-015-1023	44 HANSEN	50.00
FUNK, RICHARD W.	14-05-211-021-1159	48 SMITH	50.00
FURLONG, MARIE C.	13-17-107-203-1009	38 ALLEN	50.00
GADDINI, CHARLES & ANNA	13-31-107-024-1098	36 BANKS	50.00
GALSKY, MOLLIE	10-36-400-040-0000	50 STONE	50.00
GAMSS, CLARA	10-36-400-040-0000	50 STONE	50.00
GANTZ, ADELLE	13-09-328-067-1005	45 LEVAR	50.00
GANZ, ESTHER L.	17-03-101-029-1153	43 EISENDRATH	50.00
GARCIA, JOSE	14-05-407-017-1392	48 SMITH	50.00
GARDETTE, ELOIS	20-34-413-060-0000	06 STEELE	50.00
GARDNER, CAROLE	17-03-222-015-0000	42 NATARUS	50.00
GARDNER, JEANNETTE C.	17-10-401-005-1274	01 MAZOLA	50.00
GARITHER, CARRIE	20-34-413-060-0000	06 STEELE	50.00
GATTI, MARY	13-18-411-005-1032	38 ALLEN	50.00
GEISEL, GUSTAV	20-12-104-002-0000	04 PRECKWINKLE	50.00
GELLMAN, RHODA	14-21-112-010-0000	46 SHILLER	50.00
GEORGE, MATTINA E.	17-21-307-047-1008	44 HANSEN	50.00
GERBER, LENA	13-01-328-061-0000	40 O'CONNOR	50.00
GERSTEIN, ETHEL	14-28-200-004-1191	44 HANSEN	50.00
GIDWITZ, JANE	17-03-208-005-0000	42 NATARUS	50.00
GIBANTI, LAURA V.	13-19-412-032-1026	38 ALLEN	50.00
GILLEN, LOUISE E.	19-23-308-041-1016	13 MADRZYK	50.00
GLASER, MARJORY	17-03-208-002-0000	42 NATARUS	50.00
GLASS, HARRY H.	14-05-407-015-1025	48 SMITH	50.00
GLENN, LILAH M.	14-21-301-007-0000	46 SHILLER	50.00
GLICKAUF, MARION	14-16-301-041-1469	46 SHILLER	50.00
GLICKEN, GRACE	20-12-103-010-1013	04 PRECKWINKLE	50.00
GOLD, SANDRA	14-08-203-017-1079	48 SMITH	50.00
GOLDBARTH, FANNIE	13-12-222-059-1001	40 O'CONNOR	50.00
GOLDBERG, MARVIN M.	20-13-103-009-0000	05 BLOOM	50.00
GOLDIN, LILLIAN S.	10-36-118-005-1216	50 STONE	50.00
GOLDMAN, ANNE	14-16-301-041-1036	46 SHILLER	50.00
GOLDMAN, NATHAN	11-31-303-038-0000	50 STONE	50.00
GOLDMAN, STANLEY	14-21-307-047-1146	44 HANSEN	50.00
GOLDSTEIN, LILYAN	13-12-235-013-0000	40 O'CONNOR	50.00
GOLDSTINE, STANLEY M.	17-10-200-065-1071	42 NATARUS	50.00
GOLUB, GOLDIE	17-10-401-005-1143	01 MAZOLA	50.00
GOOD, SYLVIA	14-16-301-041-1762	46 SHILLER	50.00
GOODMAN, ANNIE	20-34-413-060-0000	06 STEELE	50.00
GOODMAN, MAURICE	20-12-104-002-0000	04 PRECKWINKLE	50.00
GOODWIN, PAULINE	14-28-322-015-0000	43 EISENDRATH	50.00
GORDON, EVA	10-36-118-005-1206	50 STONE	50.00
GORDON, SHEFFIELD	20-12-104-002-0000	04 PRECKWINKLE	50.00
GOTTFRIED, PEARL	14-05-407-017-1167	48 SMITH	50.00
GOULD, EDWIN	13-01-122-036-1002	50 STONE	50.00
GRABOWSKI, GRACE	9-36-108-058-1003	41 DOHERTY	50.00
GRANN, MIRIAM	14-28-322-015-0000	43 EISENDRATH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GRANT, WILLIAM	14-06-214-017-0000	40 O'CONNOR	50.00
GRATTON, DAVID L.	20-12-108-039-1137	04 PRECKWINKLE	50.00
GRAVES, CELIA	20-34-413-060-0000	06 STEELE	50.00
GREEN, MEVEAN	20-34-413-060-0000	06 STEELE	50.00
GREENBERG, RUDEN & HELEN	10-36-100-015-1090	50 STONE	50.00
GREENFIELD, PAUL	17-03-222-018-0000	42 NATARUS	50.00
GRILL, ETHEL L.	17-03-114-003-1124	42 NATARUS	50.00
GRIMES, PICCOLA	20-34-413-060-0000	06 STEELE	50.00
GRINKER, ROY	17-03-221-004-0000	42 NATARUS	50.00
GRIPPO, ELFRIDE	10-36-204-025-0000	50 STONE	50.00
GROSSMAN, SARA	11-30-307-094-0000	50 STONE	50.00
GUALAND, ANTOINETTE M.	13-08-420-038-1009	45 LEVAR	50.00
GUIDICE, BETTY	11-31-110-011-0000	50 STONE	50.00
GUIDRY, ALFRETTE	20-34-413-060-0000	06 STEELE	50.00
GUITART, EDDIE	13-12-214-052-1032	40 O'CONNOR	50.00
GUSHNIERE, BARBARA S.	20-12-103-010-1011	04 PRECKWINKLE	50.00
GUTTMAN, SONYA K.	17-16-424-004-1095	01 MAZOLA	50.00
GUYE, CLASSIE M.	20-24-419-018-1022	05 BLOOM	50.00
HAAS, DOROTHY F.	14-28-202-018-1035	44 HANSEN	50.00
HACKNEY, JEANETTE B.	20-03-119-016-0000	02 HALTHCOCK	50.00
HAGAN, ALICE C.	17-03-101-029-1019	43 EISENRATH	50.00
HADLIND, NELS B.	14-06-214-017-0000	40 O'CONNOR	50.00
HAIN, MYLES JR.	14-05-403-022-1068	48 SMITH	50.00
HANAL, HRISOLA J.	13-08-420-038-1017	45 LEVAR	50.00
HAMBLETON, CHALKLEY	17-03-201-055-0000	42 NATARUS	50.00
HAMILTON, ALTA	20-34-413-060-0000	06 STEELE	50.00
HAMILTON, ARLENE R.	14-16-304-039-1058	46 SHILLER	50.00
HAMILTON, GEORGE R.	14-08-407-022-1095	48 SMITH	50.00
HAMILTON, JANET A.	20-12-108-039-1143	04 PRECKWINKLE	50.00
HANES, GEORGIA P.	17-10-401-005-1103	01 MAZOLA	50.00
HANSON, DOROTHY	20-11-105-013-0000	04 PRECKWINKLE	50.00
HARPER, RANEY	14-33-104-004-0000	43 EISENRATH	50.00
HARRIS, EDWARD	14-05-211-021-1063	48 SMITH	50.00
HART, BERNICE	20-34-413-060-0000	06 STEELE	50.00
HART, HERBERT	17-03-222-018-0000	42 NATARUS	50.00
HASKELL, MARGARET	20-34-413-060-0000	06 STEELE	50.00
HAUPTMAN, RHODA J.	20-12-101-024-1011	04 PRECKWINKLE	50.00
HAUSER, JANINE E.	14-16-300-027-1016	46 SHILLER	50.00
HAVERKAMPF, GORDON & FRANCES	17-03-222-018-0000	42 NATARUS	50.00
HAYASHI, JAMES A.	20-13-103-007-0000	05 BLOOM	50.00
HAYES, CLARA	17-10-401-005-1047	01 MAZOLA	50.00
HAZLETT, CATHERINE	17-03-111-005-0000	42 NATARUS	50.00
HEANEY, CATHERINE E.	9-36-419-104-1004	41 DOHERTY	50.00
HEARD, AARON	20-11-204-058-0000	04 PRECKWINKLE	50.00
HECKTMAN, ADELINE	10-36-119-003-1153	50 STONE	50.00
HEFT, THERESIA	14-08-203-016-1122	48 SMITH	50.00
HEINMANSON, EDWARD	14-06-214-017-0000	40 O'CONNOR	50.00
HEINRICHS, ERICH & TANARA A.	14-08-203-017-1592	48 SMITH	50.00
HEITHMAN, DOROTHY	11-32-109-011-0000	49 MOORE	50.00
HELLER, PHILIP B.	20-12-103-010-1062	04 PRECKWINKLE	50.00
HELMAN, NATHAN W.	14-21-104-017-0000	46 SHILLER	50.00

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	PIN NUMBER	ALDERMAN	AMOUNT
HENRY, LORETTA A.	17-10-401-005-1394	01 MAZOLA	50.00
HENSLE, ALVERA M.	17-10-401-005-1327	01 MAZOLA	50.00
HERMAN, TILLY S.	14-05-203-011-1181	49 MOORE	50.00
HERMER, WILFRED	14-05-203-011-1229	49 MOORE	50.00
HERSCH, CLARICE	17-03-202-064-1002	42 NATARUS	50.00
HERSHMAN, SEYMOUR	14-21-106-017-0000	46 SHILLER	50.00
HERTZBERG, IRVING I.	10-36-119-003-1100	50 STONE	50.00
HERZOG, FRED F.	14-05-211-021-1088	48 SMITH	50.00
HESKETT, BYFORD & MILDRED	17-03-222-018-0000	42 NATARUS	50.00
HICKMAN, CHRISTINA	20-34-413-060-0000	06 STEELE	50.00
HILL, DOROTHEA	17-10-214-011-1424	42 NATARUS	50.00
HILL, GERTRUDE	20-34-413-060-0000	06 STEELE	50.00
HILLEL, MAURICE A.	14-08-203-017-1319	48 SMITH	50.00
HIRSCH, JEAN G.	14-05-407-016-1058	48 SMITH	50.00
HIRSH, HELEN F.	14-05-203-011-1325	49 MOORE	50.00
HOCKLEY, INES L.	14-16-301-041-1603	46 SHILLER	50.00
HOEFFER, FRANCES	17-03-221-004-0000	42 NATARUS	50.00
HOFFMAN, WILLIAM S.	14-05-211-022-1072	48 SMITH	50.00
HOFMANN, AURELIA L.	14-05-203-011-1370	49 MOORE	50.00
HOFMANN, WALTER R.	14-05-215-017-1351	48 SMITH	50.00
HODAN, MARY	20-34-413-060-0000	06 STEELE	50.00
HOGG, BETTYE M.	14-05-211-021-1121	48 SMITH	50.00
HOLINDER, JULIA	17-03-101-022-0000	43 EISENRATH	50.00
HOLLAND, SPURGEON W.	20-12-108-039-1042	04 FRECKWINKLE	50.00
HOLLED, EDWARD	14-21-106-017-0000	46 SHILLER	50.00
HOLLEB, SEYMOUR	14-21-112-010-0000	44 HANSEN	50.00
HOLTZMAN, JACK	14-05-407-017-1437	48 SMITH	50.00
HOMER, SHIRLEY J.	17-10-400-012-1461	01 MAZOLA	50.00
HOOPER, RUTH	17-03-221-004-0000	42 NATARUS	50.00
HOPKINS, JOHN W.	14-16-301-039-1169	46 SHILLER	50.00
HORNER, MARGARET	11-30-307-097-0000	50 STONE	50.00
HOSELITZ, BERT F.	20-12-111-018-1010	05 BLOOM	50.00
HOSKINS, DORSEY	20-34-413-060-0000	06 STEELE	50.00
HUBBARD, VIRGINIA	20-34-413-060-0000	06 STEELE	50.00
HUCHENBERGER, MILDRED F.	14-05-211-021-1079	48 SMITH	50.00
HUET, EMMA L.	14-06-214-017-0000	40 O'CONNOR	50.00
HUMBLE, ELEANOR M.	14-08-203-016-1214	48 SMITH	50.00
HUNT, GRACE K.	17-04-218-032-0000	43 EISENRATH	50.00
HUTCHINS, DOROTHY M.	14-05-407-017-1412	48 SMITH	50.00
HYMAN, PHILIP	14-21-110-020-1122	46 SHILLER	50.00
IBSEN, ELMIRA	14-28-322-015-0000	43 EISENRATH	50.00
IDEMA, JAMES	14-21-112-010-0000	44 HANSEN	50.00
IKELER, MILDRED R.	11-31-106-021-1009	50 STONE	50.00
INGMER, LEO J.	20-12-108-039-1148	04 FRECKWINKLE	50.00
ISEN, JOE J.	10-36-100-011-1245	50 STONE	50.00
ISHIDA, JULIUS J.	14-05-403-022-1053	48 SMITH	50.00
ISRAEL, EDWARD	14-16-301-041-1202	46 SHILLER	50.00
IWABAKI, MYRA	20-13-103-009-0000	05 BLOOM	50.00
IZEN, ANN	14-05-203-011-1374	49 MOORE	50.00
IZENSTARK, LILLIAN L.	14-16-304-039-1124	46 SHILLER	50.00
JACKSON, ELEANOR	20-34-413-060-0000	06 STEELE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
JACKSON, LOIS	20-34-413-060-0000	06 STEELE	50.00
JACKSON, NATHANIEL	20-34-413-060-0000	06 STEELE	50.00
JACKSON, ROSIE	20-34-413-060-0000	06 STEELE	50.00
JACOBS, WYATT	17-10-401-005-1712	01 MAZOLA	50.00
JACOBSON, HAROLD	20-12-108-039-1005	04 PRECKWINKLE	50.00
JAMES, MILDRED	14-28-322-015-0000	42 NATARUS	50.00
JANOWSKY, ELEANOR	10-36-100-011-1142	50 STONE	50.00
JARZESKA, DANUTA S.D.	17-10-401-005-1431	01 MAZOLA	50.00
JELIGAUKA, BRANKOVIC	13-16-117-045-1015	45 LEVAR	50.00
JENSEN, ANDELINE I.	10-31-409-062-1006	41 DOHERTY	50.00
JENSEN, MABEL G.	13-19-412-032-1006	38 ALLEN	50.00
JENSEN, MARY	13-09-328-067-1008	45 LEVAR	50.00
JENSEN, RUTH E.	14-05-407-016-1162	48 SMITH	50.00
JINNSON, ALVA	17-03-208-002-0000	42 NATARUS	50.00
JOHNSON, ERRINGTON	20-11-206-058-0000	04 PRECKWINKLE	50.00
JOHNSON, MARION O.	14-08-413-040-1020	48 SMITH	50.00
JOHNSON, ROBERT	11-32-109-011-0000	49 MOORE	50.00
JOHNSON, RUTH	13-08-310-059-1018	45 LEVAR	50.00
JONES, EILEEN	13-12-116-056-1003	40 O'CONNOR	50.00
JONES, JUANITA	20-11-206-058-0000	04 PRECKWINKLE	50.00
JONES, MARY	20-34-413-060-0000	06 STEELE	50.00
JORGENSEN, KRISTIAN M.	13-17-107-203-1008	38 ALLEN	50.00
JOSCHT, GEORGE	19-19-215-023-1004	23 LASKI	50.00
JOSEFSKI, WALTER	13-17-107-203-1001	38 ALLEN	50.00
JOSEPH, ALBERT	17-03-214-014-1170	42 NATARUS	50.00
JOSEPH, BETTY	10-36-100-015-1111	50 STONE	50.00
KAHAN, PEARL	20-12-114-052-1081	05 BLOOM	50.00
KAIL, JEAN	10-36-118-005-1180	50 STONE	50.00
KAIZ, LILLIAN	14-08-203-015-1210	48 SMITH	50.00
KALANT, GEORGE A.	14-05-215-017-1497	48 SMITH	50.00
KALCHBRENNER, FRANK	9-36-112-031-1010	41 DOHERTY	50.00
KAPLAN, CAROL M.	14-28-206-005-1015	44 HANSEN	50.00
KAPLAN, FRANCES	14-05-202-019-1003	49 MOORE	50.00
KAPLAN, MILDRED L.	10-25-427-014-0000	50 STONE	50.00
KAPNER, STEPHEN	14-06-214-017-0000	40 O'CONNOR	50.00
KARCH, MEYER	14-16-304-039-1062	46 SHILLER	50.00
KARK, JULIA	17-03-222-018-0000	42 NATARUS	50.00
KARLAK, STELLA	13-17-107-203-1005	38 ALLEN	50.00
KARLIN, YETTA	14-02-202-019-1015	49 MOORE	50.00
KARHOMSKI, FRANCES	10-31-409-062-1013	41 DOHERTY	50.00
KARRIEM, ALBERT	20-34-413-060-0000	06 STEELE	50.00
KALFMAN, MARILYN M.	17-10-401-005-1297	01 MAZOLA	50.00
KALFMAN, SYLVIA H.	14-21-106-017-0000	46 SHILLER	50.00
KAWKA, JEROME & GEORGINE	17-03-222-018-0000	42 NATARUS	50.00
KEARIN, ANITA M.	17-10-401-005-1389	01 MAZOLA	50.00
KEARNS, KATHRYN, M.	10-36-206-025-0000	50 STONE	50.00
KEIG, SUSAN J.	17-03-222-018-0000	42 NATARUS	50.00
KENTS, HAROLD	14-16-301-041-1652	46 SHILLER	50.00
KENNEDY, HELEN T.	17-16-424-004-1114	01 MAZOLA	50.00
KENNEY, JOHN	12-12-202-087-1010	41 DOHERTY	50.00
KENNY, RUTH B	17-03-222-018-0000	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KENT, MAURICE A.	14-28-202-018-1069	44 HANSEN	50.00
KILBORN, JUSTINE D.	14-16-301-041-1090	46 SHILLER	50.00
KINCADE, WILLIE	20-34-413-060-0000	06 STEELE	50.00
KING, EMENDOLYN	20-12-100-003-1405	04 PRECKWINKLE	50.00
KIRCHICK, ALBERT J.	11-31-303-039-0000	50 STONE	50.00
KLEIMAN, SALLY	14-05-407-015-1051	48 SMITH	50.00
KLEINBERG, MILTON	10-36-119-003-1059	50 STONE	50.00
KLINGER, HELEN	14-28-202-018-1081	44 HANSEN	50.00
KNEPLER, HENRY & MYRNA	14-28-206-005-1293	44 HANSEN	50.00
KNOBLAUCH-FRANC, MARION	14-08-407-022-1001	48 SMITH	50.00
KNUDSEN, ROBERT J.	13-18-410-033-1040	38 ALLEN	50.00
KOEHLE, ELSA	20-12-104-002-0000	04 PRECKWINKLE	50.00
KOGAN, BETTY	14-06-214-017-0000	40 O'CONNOR	50.00
KOGLUT, WANDA	11-30-307-097-0000	50 STONE	50.00
KOLHEIM, ANNA	20-12-108-039-1002	04 PRECKWINKLE	50.00
KOLTON, SHIRLEY	14-05-407-015-1108	48 SMITH	50.00
KORZATH, ERNA	14-21-101-035-1194	46 SHILLER	50.00
KORNACKER, SARAH B.	14-06-214-017-0000	40 O'CONNOR	50.00
KORNOMITZ, STANLEY	19-20-202-046-1003	13 MADRZYK	50.00
KORNETS, DORIS	14-05-202-019-1089	49 MOORE	50.00
KRITCHEVSKY, JEROME	20-12-100-003-1580	04 PRECKWINKLE	50.00
KROON, RUTH H.	14-21-106-017-0000	46 SHILLER	50.00
KRUEGER, META	14-16-301-041-1634	46 SHILLER	50.00
KRUPA, SOPHIA	13-09-328-067-1001	45 LEVAR	50.00
KUCK, ELIZABETH J.	14-05-203-011-1019	49 MOORE	50.00
KUKULSKI, HELEN V.	13-19-412-032-1014	38 ALLEN	50.00
KURZ, ANNA	13-09-328-060-1001	45 LEVAR	50.00
KURZ, RUTH C.	17-03-101-029-1052	43 EISENDRATH	50.00
KYTS, ROBERT	17-03-222-015-0000	42 NATARUS	50.00
LACH, ALMA AND DONALD	20-14-215-028-0000	05 BLOOM	50.00
LAFONTAINE, JACQUES	19-15-230-048-0000	13 MADRZYK	50.00
LAGIDIA, FRANK & LAVERNE	13-31-107-024-1101	36 BANKS	50.00
LANDER, HERMAN B.	14-21-106-017-0000	46 SHILLER	50.00
LANGSON, CHARLOTTE S.	14-08-203-017-1425	48 SMITH	50.00
LAPEDUS, HELEN H.	10-36-119-003-1138	50 STONE	50.00
LASSERS, MARY L.	17-03-101-029-1171	43 EISENDRATH	50.00
LAUD, SARA EDNA	17-03-208-002-0000	42 NATARUS	50.00
LAUICKA, ELIZABETH B.	20-11-206-058-0000	04 PRECKWINKLE	50.00
LAURENCE, ALEASE	20-11-105-014-0000	04 PRECKWINKLE	50.00
LAYNE, BIRDIE	20-34-413-060-0000	06 STEELE	50.00
LEBEN, MURIEL J.	14-28-103-055-1032	44 HANSEN	50.00
LEBIN, LOUIS	17-10-401-005-1046	01 MAZOLA	50.00
LEBOUSKY, IDA	17-03-200-063-1047	42 NATARUS	50.00
LECHERT, LOTTIE	19-20-202-045-1004	13 MADRZYK	50.00
LECKER, ABRAHAM	14-21-106-017-0000	46 SHILLER	50.00
LEE, PAMELA	17-03-208-002-0000	43 EISENDRATH	50.00
LEFEBRE, MILDRED K.	14-21-101-035-1148	46 SHILLER	50.00
LEIBOVICH, ESTHER	14-06-213-014-0000	40 O'CONNOR	50.00
LEIBOWITZ, LEON	14-06-214-017-0000	50 STONE	50.00
LEIGHTON, FREDERICK	20-23-409-011-0000	20 TROUTMAN	50.00
LEIVENSON, ROSE	14-21-110-020-1367	46 SHILLER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LEO, LEONA	19-19-209-048-1001	23 LASKI	50.00
LEONARDO, MARGARET	13-19-412-032-1025	38 ALLEN	50.00
LENER, KATE	14-05-407-017-1311	48 SMITH	50.00
LERY, ROSE	14-08-203-015-1260	48 SMITH	50.00
LESSMAN, SANDER	14-05-407-017-1019	48 SMITH	50.00
LEVIN, BLOSSOM	14-28-322-015-0000	43 EISENDRATH	50.00
LEVIN, HELEN W.	14-21-112-010-0000	46 SHILLER	50.00
LEVIN, MILDRED	14-05-203-011-1024	49 MOORE	50.00
LEVINE, JACK	14-21-112-010-0000	43 EISENDRATH	50.00
LEVY, ESTELLE	10-36-119-003-1102	50 STONE	50.00
LEVY, MARY	17-03-101-029-1111	43 EISENDRATH	50.00
LEW, MORTON	10-36-119-003-1087	50 STONE	50.00
LEWANDOWSKI, FRANCES T.	13-08-420-038-1008	45 LEVAR	50.00
LEWIN, JUNE G.	14-16-300-027-1033	46 SHILLER	50.00
LEWIS, HATTIE	20-34-413-060-0000	06 STEELE	50.00
LEWIS, JAMES	20-34-413-060-0000	06 STEELE	50.00
LICHMAR, NICHOLAS	13-08-420-038-1014	45 LEVAR	50.00
LIEB, JOSEPH	10-36-119-003-1048	50 STONE	50.00
LIEB, REBINA	20-11-206-058-0000	04 PRECKWINKLE	50.00
LINDER, LOUISE	20-34-413-060-0000	06 STEELE	50.00
LINDNER, FLORA	14-05-203-011-1322	49 MOORE	50.00
LINDNER, URSULA O.	20-12-108-039-1140	04 PRECKWINKLE	50.00
LINN, CHARLES	11-32-111-012-0000	49 MOORE	50.00
LOEBBAKA, ROSEMARY K.	11-30-307-092-0000	50 STONE	50.00
LOEBEL, IRVING	14-05-403-022-1035	48 SMITH	50.00
LOGAN, REVA	17-03-208-005-0000	42 NATARUS	50.00
LONSBURY, JAMES	11-32-109-011-0000	49 MOORE	50.00
LOOSER, KATE H.	10-36-416-040-1003	50 STONE	50.00
LOPRESTI, MARIE A.	13-19-328-046-1002	36 BANKS	50.00
LOUCKS, RALPH	17-03-221-004-0000	42 NATARUS	50.00
LOWERY, JULIETTE	28-25-424-026-0000	08 DIXON	50.00
LOWRY, CHARLES	20-23-411-011-0000	20 TROUTMAN	50.00
LUDWIG, SAUL	13-12-114-034-0000	40 O'CONNOR	50.00
LUEDERS, EARL W.	14-06-116-048-0000	40 O'CONNOR	50.00
LUND, THERESA H.	17-10-401-005-1154	01 MAZOLA	50.00
LUPTON, MARGARET	11-31-118-011-0000	50 STONE	50.00
LYLE, NATALIE F.	20-03-119-016-0000	02 HATHCOCK	50.00
LYMAN, ROBERT E.	10-36-206-025-0000	50 STONE	50.00
MACON, HORTENSE	20-11-105-013-0000	04 PRECKWINKLE	50.00
MACZKA, ELDENE	13-06-110-054-1006	41 DOHERTY	50.00
MANCINI, CATHERINE	12-11-115-021-1002	41 DOHERTY	50.00
MANDELL, VERA D.	14-06-214-017-0000	40 O'CONNOR	50.00
MANGOS, GUS G.	14-06-214-017-0000	40 O'CONNOR	50.00
MANN, IRENE E.	14-06-214-017-0000	40 O'CONNOR	50.00
MANNMEILER, AUGUST	14-06-213-014-0000	40 O'CONNOR	50.00
MANSFIELD, HELEN	14-16-301-041-1282	46 SHILLER	50.00
MANSOUR, MARIE	14-08-203-016-1352	48 SMITH	50.00
MARCUS, GRACE & MAX	13-12-121-060-1002	40 O'CONNOR	50.00
MARCUS, SYLVIA	11-31-114-023-1021	50 STONE	50.00
MARGOLIS, MILTON	14-28-202-018-1012	44 HANSEN	50.00
MARION, ESTER A.	20-12-104-002-0000	04 PRECKWINKLE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MARGHEIN, LEON S.	20-12-103-010-1004	04 PRECKWINKLE	50.00
MARS, MALINE A.	14-08-203-016-1116	48 SMITH	50.00
MARSHALL, JOHN & BERNICE	19-15-230-051-0000	13 MADRZYK	50.00
MARTIN, LUCILE S.	20-24-419-019-1005	05 BLOOM	50.00
MARTYN, ANNA	20-34-413-060-0000	06 STEELE	50.00
MASER, INGE	20-12-111-018-1011	05 BLOOM	50.00
MATRANGA, VICTORIA R.	14-16-302-030-1015	46 SKILLER	50.00
MATTHEWS, DOROTHY	13-16-117-045-1003	45 LEVAR	50.00
MATTHEWS, MARY	20-34-413-060-0000	06 STEELE	50.00
MATTHIES, HAROLD J.	17-03-220-020-1607	42 NATARUS	50.00
MAUREY, JOSPEH E.	20-12-108-039-1100	04 PRECKWINKLE	50.00
MAYO, MARJORIE H.	20-12-108-039-1117	04 PRECKWINKLE	50.00
MCCAMBRIDGE, JOHN F.	13-31-118-039-1002	36 BARKS	50.00
MCCLELLAN, MARY	20-11-206-058-0000	04 PRECKWINKLE	50.00
MCCOOL, FREDA	14-05-203-011-1330	49 MOORE	50.00
MCCORMICK, HOPE	17-04-210-026-0000	43 EISENDRATH	50.00
MCELLIBOTT, JOHN A.	17-10-401-005-1514	01 MAZOLA	50.00
MCELORY, AWADNER	20-11-109-010-0000	04 PRECKWINKLE	50.00
MCCRATH, ANNE F.	14-21-111-007-1262	46 SKILLER	50.00
MEIERDIERKS, RUTH DICK	17-03-222-018-0000	42 NATARUS	50.00
MENDELSONN, LENA	17-03-222-018-0000	42 NATARUS	50.00
MENDELSONN, MELVIN	14-08-203-017-1042	48 SMITH	50.00
MERIN, S. ARTHUR	14-05-215-015-1212	48 SMITH	50.00
MERZ, EARL	17-03-222-018-0000	42 NATARUS	50.00
MESSE, LILLIAN	10-36-119-003-1095	50 STONE	50.00
METCALF, HAROLD R.	20-12-109-039-1041	04 PRECKWINKLE	50.00
METZ, WILLIAM	19-15-230-069-0000	13 MADRZYK	50.00
MEYER, ROBERT H.	17-03-101-029-1151	43 EISENDRATH	50.00
MIDDLE, ANNIE	20-11-109-010-0000	04 PRECKWINKLE	50.00
MILLER, BLANCHE	20-34-413-060-0000	06 STEELE	50.00
MILLER, GLADYS	20-34-413-060-0000	06 STEELE	50.00
MILLER, JESSIE F.	14-16-301-041-1658	46 SKILLER	50.00
MILLER, LIBBY	11-31-303-039-0000	50 STONE	50.00
MINER, JUDITH	14-33-106-004-0000	43 EISENDRATH	50.00
MINDOUE, WILLIAM P.	14-06-214-017-0000	40 O'CONNOR	50.00
MINTA, EUGENIA E.	17-03-222-018-0000	42 NATARUS	50.00
MITCHELL, JOSEPH	10-36-119-003-1132	50 STONE	50.00
MITCHELL, LOUISE	20-34-413-060-0000	06 STEELE	50.00
MITTLEMAN, ANN T.	14-21-111-007-1263	46 SKILLER	50.00
MOFFATT, ELIZABETH B.	17-03-222-018-0000	42 NATARUS	50.00
MOIZES, BERTHA	14-06-213-014-0000	40 O'CONNOR	50.00
MOLL, HANNA Z.	10-36-119-003-1120	50 STONE	50.00
MOLZANN, ESTELLE	14-05-203-011-1094	49 MOORE	50.00
MOMARCH, DAVID T.	14-06-214-017-0000	40 O'CONNOR	50.00
MONTGOMERY, BENJAMIN	20-11-206-058-0000	05 BLOOM	50.00
MOODY, ELALA	20-34-413-060-0000	06 STEELE	50.00
MORELAND, MARY	20-34-413-060-0000	06 STEELE	50.00
MORRIS, LAURA	20-34-413-060-0000	06 STEELE	50.00
MOSES, JEROME	14-28-200-004-1064	44 HANSEN	50.00
MOSKO, WILTON M.	20-14-104-002-0000	04 PRECKWINKLE	50.00
MOSSER, DONALD W.	14-33-409-024-1277	43 EISENDRATH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MOY, DON W.	11-29-314-037-0000	49 MOORE	50.00
MURPHY, MARIE	14-28-204-010-1164	44 HANSEN	50.00
MURPHY, ONELIA	13-12-214-052-1018	40 O'CONNOR	50.00
MYHRUN, MARGARET	17-03-222-018-0000	42 NATARUS	50.00
NAGLER, JEANNE	10-36-206-025-0000	50 STONE	50.00
NAJMAN, ALBERT & NETTIE	10-25-430-092-1149	50 STONE	50.00
NATHAN, CARL	10-36-119-003-1049	50 STONE	50.00
NATHAN, JOSEPH	17-04-210-029-1018	43 EISENDRATH	50.00
NATHAN, LILLIAN	14-21-111-007-1652	46 SHILLER	50.00
NATINCHEK, NIKOLAS A.	17-10-401-005-1742	01 MAZOLA	50.00
NAJON, FERN	10-36-119-003-1075	50 STONE	50.00
NAJLOR, MARGARET	20-11-105-013-0000	04 PRECKWINKLE	50.00
NECHYON, JULIA	14-05-215-015-1353	48 SMITH	50.00
NEELY, MARTHA	17-03-103-028-1149	42 NATARUS	50.00
NEFF, CATHERINE	14-06-213-014-0000	40 O'CONNOR	50.00
NEJMAN, DAVID L.	14-16-301-041-1714	46 SHILLER	50.00
NEJMAN, MARTHA B.	10-36-119-003-1084	50 STONE	50.00
NEJMAN, MORTON	11-29-303-037-0000	49 MOORE	50.00
NEUBURGER, ERNA	14-21-305-030-1011	44 HANSEN	50.00
NEJMAN, ROSE	14-05-203-011-1156	49 MOORE	50.00
NEJMAN, SYLVIA	14-06-213-014-0000	40 O'CONNOR	50.00
NIKITOVICH, PAUL K.	14-16-301-041-1614	46 SHILLER	50.00
NOOTENS, GEORGE B.	13-18-411-005-1003	38 ALLEN	50.00
NORLINC, KATHRYN	11-30-423-027-0000	49 MOORE	50.00
NORAK, RITA D.	20-12-100-003-1297	04 PRECKWINKLE	50.00
NOZY, PAUL H.	14-21-106-030-1006	46 SHILLER	50.00
NUGER-HEYMAN, KAY D.	14-21-106-017-0000	46 SHILLER	50.00
O'CONNOR, MAURICE	19-15-228-098-0000	13 MADZYK	50.00
O'LEARY, WILLIAM	14-28-318-077-1123	43 EISENDRATH	50.00
ODNE, MAFALDA	20-12-109-039-1099	04 PRECKWINKLE	50.00
ORMIN, FRANKLIN	17-03-222-018-0000	42 NATARUS	50.00
OSCHERWITZ, BERNARD & EVELYN E.	17-03-101-029-1097	43 EISENDRATH	50.00
OVITSKY, MARTIN	14-16-301-041-1094	46 SHILLER	50.00
OXLEY, FRANCES E.	14-21-305-030-1006	44 HANSEN	50.00
PACKER, RUTH	14-28-206-005-1057	44 HANSEN	50.00
PAGE, BEORGIA	17-03-200-063-1086	42 NATARUS	50.00
PAIGE, NOVELLA	20-34-413-060-0000	06 STEELE	50.00
PARKER, HEDWIG	14-16-301-041-1777	46 SHILLER	50.00
PARR, STEPHEN	19-20-202-045-1003	13 MADZYK	50.00
PASCHAL, WILLIE	20-34-413-060-0000	06 STEELE	50.00
PATINKIN, HAROLD	20-12-104-002-0000	04 PRECKWINKLE	50.00
PATIS, IRWIN C.	14-21-307-047-1214	44 HANSEN	50.00
PALL, HELEN L.	20-12-103-010-1007	04 PRECKWINKLE	50.00
PAYNE, LUCILLE	20-34-413-060-0000	06 STEELE	50.00
PEARLMAN, EVE	10-36-119-003-1103	50 STONE	50.00
PELL, ALLEN	11-32-109-011-0000	49 MOORE	50.00
PENN, EILEEN	20-11-105-013-0000	04 PRECKWINKLE	50.00
PERKINS, THELMA	10-36-206-025-0000	50 STONE	50.00
PERLMAN, LENDRA	14-21-106-017-0000	46 SHILLER	50.00
PERLMAN, RUTH	14-05-203-011-1292	49 MOORE	50.00
PERLOW, BERNARD	11-31-303-036-0000	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
PETAK, HYMEN	17-10-401-005-1234	01 MAZOLA	50.00
PETERKIN, DOROTHY S.	17-03-101-022-0000	43 EISENDRATH	50.00
PETWAY, JAMES	20-11-105-013-0000	04 PRECKWINKLE	50.00
PFANKUCH, MARIE	20-14-202-076-1045	04 PRECKWINKLE	50.00
PIKELNY, FANNY	10-36-206-025-0000	50 STONE	50.00
PILAS, ANNA M.	13-19-328-046-1005	36 BANKS	50.00
PINE, FLORENCE	10-36-118-005-1214	50 STONE	50.00
PINKUS, DANIEL	14-21-112-010-0000	46 SHILLER	50.00
PLATT, BETTY	14-21-112-010-0000	46 SHILLER	50.00
PLOTKIN, ETHEL G.	14-05-203-011-1178	49 MOORE	50.00
POLLACK, ROSLYN	10-36-119-003-1147	50 STONE	50.00
POLLS, JOSEPH	11-30-307-212-1025	50 STONE	50.00
PONERANCE, HELEN	14-21-106-017-0000	46 SHILLER	50.00
PONDER, LULA	20-34-413-060-0000	06 STEELE	50.00
POOLE, THOMAS	17-09-410-014-1842	42 NATARUS	50.00
PORTER, EARNESTINE	20-34-413-060-0000	06 STEELE	50.00
PORTNOV, IAKOV	14-16-301-041-1793	46 SHILLER	50.00
POSEY, BERTHA	20-34-413-060-0000	06 STEELE	50.00
POTTER, CHARLES AND BARBARA	17-03-101-022-0000	43 EISENDRATH	50.00
POMELL, BERT	17-03-108-016-1073	42 NATARUS	50.00
POMELL, ROBERTA	20-34-413-060-0000	06 STEELE	50.00
PRANTIS, ANNA K.	17-10-401-005-1259	01 MAZOLA	50.00
PRATT, CHARLES	19-20-202-046-1004	13 MADZYK	50.00
PREUS, MADELYN M.	14-05-202-019-1123	49 MOORE	50.00
PRINCE, REBECCA	13-01-112-016-0000	50 STONE	50.00
PRZYZYCKI, JOHN	19-18-302-074-1008	23 LASKI	50.00
PUCCI, LAURENCE	17-03-222-020-0000	42 NATARUS	50.00
PYSZ, JOSEPH B.	12-24-424-037-1004	36 BANKS	50.00
QUAGLIA, BETH	14-06-214-017-0000	40 O'CONNOR	50.00
RABINER, LILLIAN	13-01-108-049-0000	50 STONE	50.00
RABINOFF, AMRON	14-16-304-039-1194	46 SHILLER	50.00
RACHLIN, MARY	10-36-120-003-1148	50 STONE	50.00
RACUSIN, NORMAN	14-05-203-011-1350	49 MOORE	50.00
RAFFEL, JUNE-FISHER	14-21-101-035-1052	46 SHILLER	50.00
RANEY, MARIE	20-34-413-060-0000	06 STEELE	50.00
RANDALL, HILDA M.	20-13-103-014-1060	05 BLOOM	50.00
RAPP, DORIS E.	14-05-407-017-1516	48 SMITH	50.00
RAPPORT, ELLA	10-36-120-003-1217	50 STONE	50.00
RAVELD, AMBROSIA G.	20-14-202-076-1344	04 PRECKWINKLE	50.00
RAY, EMANUEL M.	10-36-120-003-1058	50 STONE	50.00
RAYNARD, GLORIA K.	14-05-203-012-1107	49 MOORE	50.00
RECKINGER, RUTH R.	14-05-407-017-1243	48 SMITH	50.00
REDINDER, ROBERT M.	14-28-322-015-0000	43 EISENDRATH	50.00
REED, DOROTHY & ARTHUR	20-11-206-058-0000	04 PRECKWINKLE	50.00
REINSH, ALEXANDER	14-06-213-014-0000	40 O'CONNOR	50.00
REYNOLDS, ALICE	17-03-202-061-1011	42 NATARUS	50.00
RHINESTONE, SAMUEL J.	20-13-103-009-0000	05 BLOOM	50.00
RIAS, FRANK A.	20-11-305-016-1012	04 PRECKWINKLE	50.00
RICE, MELBA L.	17-10-401-005-1036	01 MAZOLA	50.00
RICE, WILLA B.	14-33-317-042-1005	43 EISENDRATH	50.00
RICHTER, ANITA T.	14-21-106-017-0000	46 SHILLER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
RIEMER, NAGEL R.	17-10-401-005-1658	01 MAZOLA	50.00
RIFFKIND, MAXWELL	10-36-100-015-1123	50 STONE	50.00
RIMBOY, LYBBOV	14-06-120-005-1076	40 O'CONNOR	50.00
ROBERTSON, ROBERT	14-06-213-014-0000	40 O'CONNOR	50.00
ROBINSON, JOSEPH D.	14-28-203-027-1049	44 HANSEN	50.00
ROBINSON, KITTY K.	17-10-401-005-1302	01 MAZOLA	50.00
ROBY, MARY L.	20-12-108-039-1064	04 PRECKWINKLE	50.00
ROE, FLORENCE	17-03-208-002-0000	42 NATARUS	50.00
ROE, THERESA M.	13-31-118-039-1007	36 BANKS	50.00
ROIZMAN, LUDMILA	20-13-103-009-0000	05 BLOOM	50.00
ROSENBLUM BEATRICE	17-03-200-066-1033	42 NATARUS	50.00
ROSENBLUM, FRIEDA T.	14-21-106-017-0000	46 SHILLER	50.00
ROSENTHAL, SHIRLEY L.	20-12-108-039-1112	04 PRECKWINKLE	50.00
ROSENTHAL, SOPHIE	10-36-119-003-1058	50 STONE	50.00
ROSENER, LAURENCE	14-16-301-041-1585	46 SHILLER	50.00
ROSS, MARION	19-15-228-050-0000	13 MADRZYK	50.00
ROSS, RUTH G.	14-21-111-007-1687	46 SHILLER	50.00
ROSS, RUTH L.	14-05-203-011-1289	49 MOORE	50.00
ROSSI, ANNE A.	13-19-412-032-1016	38 ALLEN	50.00
ROTH, LOUISE K.	20-14-202-076-1128	04 PRECKWINKLE	50.00
ROTH, NATHAN	14-21-307-047-1056	44 HANSEN	50.00
ROTHBARD, LIONEL	20-12-104-002-0000	04 PRECKWINKLE	50.00
ROYSTER, GLORIA	20-34-413-060-0000	06 STEELE	50.00
ROZE, WALTER	13-15-411-028-1003	45 LEVAR	50.00
ROZENSTRANACH, LENA	11-31-302-046-0000	50 STONE	50.00
RUBEN, CLAIRE	14-05-215-015-1076	48 SMITH	50.00
RUBENSTEIN, JESSIE G.	10-36-218-043-1019	50 STONE	50.00
RUBIN, FLORA	14-08-203-016-1118	48 SMITH	50.00
RUBINELLI, JOSEPH O.	17-03-101-022-0000	43 EISENDRATH	50.00
RUDOLPH, BERTHA	20-12-114-054-1013	05 BLOOM	50.00
RUDY, MORRIS	10-36-119-003-1167	50 STONE	50.00
RUFFIN, MAE	20-34-413-060-0000	06 STEELE	50.00
RUSSAKOV, ESTHER	10-36-118-005-1029	50 STONE	50.00
RUSSELL, FAY L.	14-05-203-011-1142	49 MOORE	50.00
RUSSELL, WAYNARD	17-10-401-005-1675	01 MAZOLA	50.00
RUSSINOF, PATRICIA A.	14-28-322-015-0000	43 EISENDRATH	50.00
RYAN, KAY MAY	17-10-401-005-1434	01 MAZOLA	50.00
SAAR, ALICE	14-28-203-027-1076	44 HANSEN	50.00
SABATH, ELROY	20-12-100-003-1306	04 PRECKWINKLE	50.00
SACHNOFF, EVERETT	14-28-201-015-1070	44 HANSEN	50.00
SADOMSKY, KALVIN C.	14-16-301-041-1200	46 SHILLER	50.00
SAGALOVICH, ROSA	11-31-301-031-0000	50 STONE	50.00
SAGER, MELANEY	14-08-310-024-0000	48 SMITH	50.00
SAIN, ESTELLE	20-23-420-001-0000	05 BLOOM	50.00
SAKAMOTO, GEORGE	14-05-215-015-1336	48 SMITH	50.00
SAMUELS, ELIZABETH	20-34-413-060-0000	06 STEELE	50.00
SANDBERG, ALICE L.	17-10-401-005-1632	01 MAZOLA	50.00
SANDERS, MAMIE	13-01-122-036-1019	50 STONE	50.00
SAVINSKI, FRANK L.	13-20-219-037-1005	38 ALLEN	50.00
SCHAEFER, RICHARD P.	14-21-106-017-0000	46 SHILLER	50.00
SCHAEFER, ESTHER	10-36-119-003-1028	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SCHALK, DELLA	13-15-412-026-1016	45 LEVAR	50.00
SCHAPS, HELEN	14-06-214-017-0000	40 O'CONNOR	50.00
SCHER, DOROTHY	17-03-204-063-1013	42 NATARUS	50.00
SCHIMBERG, ALICE	17-03-202-061-1099	42 NATARUS	50.00
SCHINKER, JOSEPHINE	19-20-202-045-1001	13 MADRZYK	50.00
SCHLOSBERG, LESTER & HELFBOTT, HELEN	14-06-214-017-0000	40 O'CONNOR	50.00
SCHNEIDERMAN, BEATRICE K.	20-13-103-014-1028	05 BLOOM	50.00
SCHNENFELD, GENEVIEVE	19-15-230-062-0000	13 MADRZYK	50.00
SCHNER, JEANNETTE	10-36-118-005-1055	50 STONE	50.00
SCHONBRUN, ELIZABETH S.	11-31-106-021-1004	50 STONE	50.00
SCHUB, BEULAH G.	20-13-103-014-1006	05 BLOOM	50.00
SCHULTZ, CORINNE	14-29-109-009-0000	44 HANSEN	50.00
SCHULTZ, LEROY P.	12-11-310-070-1012	41 DOHERTY	50.00
SCHWAB, ALLAN	10-36-118-005-1160	50 STONE	50.00
SCHWARTZ, EVE	10-36-120-003-1004	50 STONE	50.00
SCHWARTZ, HAROLD	17-10-401-005-1386	01 HAZILA	50.00
SCHWARTZ, RENEE	14-16-301-041-1476	46 SHILLER	50.00
SCHWIGBER, MARTHA	11-31-118-011-0000	50 STONE	50.00
SCHLITZ, FRIEDA	14-06-213-014-0000	50 STONE	50.00
SCOTT, ANNIE	20-34-413-060-0000	06 STEELE	50.00
SCURIO, DLBA	19-15-230-050-0000	13 MADRZYK	50.00
SECHMAN, STELLA B.	13-17-103-203-1003	38 ALLEN	50.00
SEEFOR, BERTHA	10-36-206-025-0000	50 STONE	50.00
SENNOTT, MARGARET T.	14-29-201-015-1047	44 HANSEN	50.00
SETHNESS JR., CHARLES	17-03-101-022-0000	43 EISENBRATH	50.00
SHANNON, MYRTLE E.	20-11-105-013-0000	04 PRECKWINKLE	50.00
SHANOFF, BEATRICE W.	10-36-119-003-1047	50 STONE	50.00
SHAPIRO, BERTRUDE	17-10-214-011-1851	42 NATARUS	50.00
SHAPIRO, NATHAN J.	20-12-108-039-1028	04 PRECKWINKLE	50.00
SHARRARD, CHARLES	14-05-407-015-1012	48 SMITH	50.00
SHAW, LOIS C.	14-06-214-017-0000	40 O'CONNOR	50.00
SHAYKIN, ROSE	14-29-206-005-1107	44 HANSEN	50.00
SHAYNE, IRWIN	14-21-314-048-1006	44 HANSEN	50.00
SHEETS-FUETZ, DORIS J.	10-36-206-025-0000	50 STONE	50.00
SHEINTIN, RUTH	14-21-106-017-0000	46 SHILLER	50.00
SHELLEY, MARY E.	20-03-119-017-0000	02 HATHCOCK	50.00
SHERER, CARROLL	17-03-201-055-0000	42 NATARUS	50.00
SHIGAWA, ELSIE	20-14-202-076-1418	04 PRECKWINKLE	50.00
SHIU, MAURICE P.	20-12-108-039-1145	04 PRECKWINKLE	50.00
SHUFRO, ETHEL	20-12-100-003-1032	04 PRECKWINKLE	50.00
SHURE, SIDNEY N.	14-21-106-017-0000	46 SHILLER	50.00
SHUTTERS, DELLA M.	14-21-301-007-0000	46 SHILLER	50.00
SIAS, BESELDA	20-34-413-060-0000	06 STEELE	50.00
SIBERT, FREDERICK J.	20-12-100-003-1072	04 PRECKWINKLE	50.00
SICHEL, TRUDY A.	20-14-202-076-1267	04 PRECKWINKLE	50.00
SIEBEL, HAROLD	14-21-112-010-0000	46 SHILLER	50.00
SIEBEL, RUTH F.	14-21-106-017-0000	46 SHILLER	50.00
SIFFERT, RAYMOND	14-05-215-017-1429	48 SMITH	50.00
SILBERMAN, DAVID JR.	17-03-226-045-1208	42 NATARUS	50.00
SILBER, ANNES I.	20-14-202-076-1535	04 PRECKWINKLE	50.00
SILVER, ALLAN	10-36-218-043-1001	50 STONE	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SILVERMAN, MAC	10-36-119-003-1021	50 STONE	50.00
SINICH, EMIL	14-08-203-001-0000	48 SMITH	50.00
SIMMONS, ISAAC	20-11-105-013-0000	04 PRECKWINKLE	50.00
SINDON, BERNEICE	20-14-104-002-0000	04 PRECKWINKLE	50.00
SINDON, FANNIE	20-12-101-024-1045	04 PRECKWINKLE	50.00
SINDON, MARY B.	14-05-203-011-1348	49 MOORE	50.00
SIRAGUSA, ROSS	17-03-208-002-0000	42 NATARUS	50.00
SISSMAN, TERESA A.	20-12-109-039-1030	04 PRECKWINKLE	50.00
SLAUGE, ELIZABETH	17-03-201-055-0000	42 NATARUS	50.00
SLATER, ANNE H.	20-12-114-052-1076	05 BLOOM	50.00
SMALL, BEN B.	11-31-114-022-1008	50 STONE	50.00
SMITH, ETHEL B.	14-05-202-019-1049	49 MOORE	50.00
SMITH, FERN	17-03-221-004-0000	42 NATARUS	50.00
SMITH, HERMAN	14-05-407-017-1220	48 SMITH	50.00
SMITH, IDA	20-34-413-060-0000	06 STEELE	50.00
SMITH, KEITH C.	14-21-305-030-1188	44 HANSEN	50.00
SMITH, ORLANDO	20-34-400-073-1002	06 STEELE	50.00
SMITH, PAUL V.	17-03-222-018-0000	42 NATARUS	50.00
SMITH, ROSALIE	11-31-117-016-0000	50 STONE	50.00
SMITH, ROSELYN	14-21-104-017-0000	46 SHILLER	50.00
SOANS, JOHN D.	17-03-227-022-1125	42 NATARUS	50.00
SORKIN, ELDENE	14-06-214-017-0000	40 O'CONNOR	50.00
SORKIN, BERNICE	14-21-112-010-0000	46 SHILLER	50.00
SOSIN, MAX	10-36-205-058-1010	50 STONE	50.00
SOTTOSANTO, ANNA MARIA	13-19-412-032-1018	38 ALLEN	50.00
SOMA, WALTER	11-32-109-011-0000	49 MOORE	50.00
SPENCER, JEAN F.	20-12-108-039-1129	04 PRECKWINKLE	50.00
SPIEGEL, ELIZABETH D.	20-13-103-014-1056	05 BLOOM	50.00
SPIROFF, BORIS E.M.	14-06-201-012-1010	50 STONE	50.00
SPIVAK, IRVING	17-10-400-012-1120	01 MAZOLA	50.00
SPROESSER, N. A.	17-10-401-005-1489	01 MAZOLA	50.00
SPROESSER, NILS	17-10-400-012-1327	01 MAZOLA	50.00
SPRIELL, MARY	20-34-413-060-0000	06 STEELE	50.00
STAR, LEON	14-21-104-017-0000	46 SHILLER	50.00
STASHINSKI, WALTER C.	14-21-301-007-0000	46 SHILLER	50.00
STEELE, HENRY	20-34-413-060-0000	06 STEELE	50.00
STEIBER, ROBERT & BEATRICE	14-08-203-017-1183	48 SMITH	50.00
STEIN, ALICE	14-05-211-022-1039	48 SMITH	50.00
STEIN, JEANETTE	14-06-214-017-0000	50 STONE	50.00
STEIN, JULIUS	14-28-200-003-1020	44 HANSEN	50.00
STEINBERG, GERTRUDE	14-08-203-015-1087	48 SMITH	50.00
STEPHENSON, GEORGE	17-03-221-004-0000	42 NATARUS	50.00
STERN, ALFRED	17-03-208-005-0000	42 NATARUS	50.00
STERN, BERTHA	14-06-214-017-0000	50 STONE	50.00
STERN, HELGA M.	14-05-202-019-1114	49 MOORE	50.00
STERNBERG, VICTOR	14-16-301-041-1519	46 SHILLER	50.00
STERNFIELD, LUCILE	17-10-400-012-1494	01 MAZOLA	50.00
STONE, BEATRICE S.	10-36-118-005-1004	50 STONE	50.00
STONE, JEROME	17-03-208-002-0000	42 NATARUS	50.00
STONE, MARY M. NESSELBUSH	17-03-222-018-0000	42 NATARUS	50.00
STORZ, GERTRUDE	14-06-214-017-0000	40 O'CONNOR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
STREICH, ARNOLD J.	14-05-203-011-1280	49 MOORE	50.00
STRITTMATTER, ESTHER	14-04-213-014-0000	40 O'CONNOR	50.00
SUCHER, CHARLOTTE L.	14-08-203-017-1190	48 SMITH	50.00
SULLIVAN, LEE R.	14-21-110-020-1545	46 SKILLER	50.00
SULLIVAN, NELLE	14-06-213-014-0000	40 O'CONNOR	50.00
SULOWAY, ELAINE F.	14-21-112-010-0000	46 SKILLER	50.00
TANKIN, ROBERT	14-05-203-011-1135	49 MOORE	50.00
TANAKA, HISAKO	20-14-202-076-1301	04 PRECKWINKLE	50.00
TANNENBAUM-STEIN, MARTA	10-36-100-015-1120	50 STONE	50.00
TANSEY, MARY	11-30-307-097-0000	50 STONE	50.00
TANTILLO, SYLVIA	11-31-120-019-0000	50 STONE	50.00
TALMAN, SARAH	10-36-118-005-1115	50 STONE	50.00
TAYLOR, MARY	20-34-413-060-0000	06 STEELE	50.00
TEBO, ALBERT R. & EDITH J.	14-28-105-072-1011	44 HANSEN	50.00
TENKIN, DAVID	14-06-214-017-0000	40 O'CONNOR	50.00
TEPLER, JEANNE	14-05-407-017-1123	48 SMITH	50.00
TENNER, EVELYN	13-12-116-056-1002	40 O'CONNOR	50.00
TEPE, MARY E.	14-06-116-048-0000	40 O'CONNOR	50.00
TESCHNER, ANGELA	14-16-301-041-1141	46 SKILLER	50.00
THALE, MARGARET C.	20-12-100-039-1011	04 PRECKWINKLE	50.00
THELIN, ING	14-06-213-014-0000	40 O'CONNOR	50.00
THOMAS, MARGARET J.	10-36-206-025-0000	50 STONE	50.00
THOMAS, LAURA	20-34-413-060-0000	06 STEELE	50.00
THOMPSON, BARBARA	20-34-413-060-0000	06 STEELE	50.00
THOMPSON, HAROLD C.	20-13-103-014-1030	05 BLOOM	50.00
THORSON, DOROTHY	14-33-106-004-0000	43 EISENRATH	50.00
THORSON, PHYLLIS	13-16-115-045-1003	45 LEVAR	50.00
TOBISCH, FREDA	14-08-203-017-1224	48 SMITH	50.00
TOTARD, JEAN V.	13-18-411-005-1024	38 ALLEN	50.00
TOMLES, DELORES	20-12-100-003-1513	04 PRECKWINKLE	50.00
TOMZEL, ESTELLA	20-24-428-002-0000	05 BLOOM	50.00
TRACZI, NATALIE	13-17-107-203-1004	38 ALLEN	50.00
TRAST, EVELYN	11-31-118-011-0000	50 STONE	50.00
TRELLES, SILVIA	13-12-214-052-1033	40 O'CONNOR	50.00
TREZZO, ANTONIO	19-15-230-068-0000	13 MADZYK	50.00
TROOST, ROMAINE	17-03-204-064-1060	42 NATARUS	50.00
TRUCHLY, VASIL	14-16-300-027-1053	46 SKILLER	50.00
TUCHTEN, BARNEY	14-06-213-014-0000	40 O'CONNOR	50.00
TUITTE, MARIAN L.	14-06-214-017-0000	40 O'CONNOR	50.00
TULSKY, ALEX	14-28-109-009-0000	44 HANSEN	50.00
TYLER, JOANN E.	20-11-206-058-0000	04 PRECKWINKLE	50.00
TYPLIN, LEE	14-05-203-011-1274	49 MOORE	50.00
UBLASTI, FRANK P.	13-19-328-046-1006	36 BANKS	50.00
UNBAR, MAX S.	10-36-100-011-1133	50 STONE	50.00
UNGER, TRUDY	13-12-227-055-0000	40 O'CONNOR	50.00
URBAN, ANTHONY	11-30-307-094-0000	50 STONE	50.00
URBAN, VONDA	14-21-301-007-0000	46 SKILLER	50.00
URMAN, DOROTHY	14-06-213-014-0000	40 O'CONNOR	50.00
VANANCY, BESSIE	14-08-310-024-0000	48 SMITH	50.00
VANCE, FLORANCE	20-34-413-060-0000	06 STEELE	50.00
VANDEN BOSCH, MARGUERITE	17-10-400-012-1454	01 MAZOLA	50.00

COMITEE UN FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
VANDERBECK, CATHERINE	14-28-318-064-1049	43 EISENDRATH	50.00
VANEARES, FLOSSIE M.	14-16-301-041-1095	46 SKILLER	50.00
VARELLAS, EVE E.	17-10-401-005-1043	01 MAZOLA	50.00
VEEDBAAS, FRED	17-03-215-013-1217	42 NATARUS	50.00
VESELINEVITCH, DRAGOSLAVA	17-03-208-020-1005	42 NATARUS	50.00
VIRNICH, ELSIE	13-16-114-045-1030	45 LEVAR	50.00
VITUCCI, JEANNE M.	13-18-410-033-1005	38 ALLEN	50.00
WADE, LUCIUS	20-34-413-060-0000	06 STEELE	50.00
WADLER, EDITH M.	14-06-214-017-0000	50 STONE	50.00
WALCZAK, AGATHA	19-15-228-075-0000	13 MADRZYK	50.00
WALKER, CORNELIUS	20-34-413-060-0000	06 STEELE	50.00
WALLACE, JANE G.	12-01-401-039-1014	41 DOHERTY	50.00
WALLER, BESS H.	14-28-103-055-1092	44 HANSEN	50.00
WALLER, DORIS	14-16-301-041-1468	46 SKILLER	50.00
WALLER, THATCHER	17-03-103-024-0000	43 EISENDRATH	50.00
WARE, EDDIE H.	14-16-301-041-1503	46 SKILLER	50.00
WARE, HELEN	14-06-120-005-1008	40 O'CONNOR	50.00
WASHINGTON, BETTY	20-34-413-060-0000	06 STEELE	50.00
WASHINGTON, CLARENCE	20-12-108-039-1007	04 PRECKWINKLE	50.00
WASHINGTON, HELEN	20-34-413-060-0000	06 STEELE	50.00
WASSERMAN, LOUIS L.	14-16-301-041-1434	46 SKILLER	50.00
WASYLIK, MAE E.	14-16-301-041-1628	46 SKILLER	50.00
WATERS, ELSA	14-33-129-041-0000	43 EISENDRATH	50.00
WEED, HELEN	20-34-413-060-0000	06 STEELE	50.00
WEIL, IRENE	20-34-413-060-0000	06 STEELE	50.00
WEINER, BEVERLY J.	14-28-200-004-1014	44 HANSEN	50.00
WEINER, CHARLES	10-36-400-040-0000	50 STONE	50.00
WEINSTEIN, LED	10-36-119-003-1163	50 STONE	50.00
WEINSTEIN, YVONNE B.	20-12-103-003-0000	04 PRECKWINKLE	50.00
WEISMAN, EUGENE	14-28-200-004-1189	44 HANSEN	50.00
WEISMAN, ROSE	14-06-218-014-1064	40 O'CONNOR	50.00
WELS, EUGENIA S.	14-05-211-023-1226	48 SMITH	50.00
WEST, MILDRED	14-08-203-015-1043	48 SMITH	50.00
WHITE, EUGENE	20-11-105-013-0000	04 PRECKWINKLE	50.00
WHITFIELD, ALLAN	17-04-208-031-1113	42 NATARUS	50.00
WIDEN, LED	10-36-119-003-1115	50 STONE	50.00
WIELGOZ, KAROLINE	20-14-202-076-1427	04 PRECKWINKLE	50.00
WIERTEL, DIANE	13-16-103-025-1005	45 LEVAR	50.00
WILSON, JOHNNIE	20-23-410-017-0000	20 TROUTMAN	50.00
WILCOX, JEANNE D.	14-16-304-059-1221	46 SKILLER	50.00
WILKINS, LEDNA B.	17-10-401-005-1200	01 MAZOLA	50.00
WILLIAMS, ANNIE	20-34-413-060-0000	06 STEELE	50.00
WILLIAMS, CARDELLA	20-34-413-060-0000	06 STEELE	50.00
WILLIAMS, CLIFFORD	20-34-413-060-0000	06 STEELE	50.00
WILLIAMS, THELMA	20-34-413-060-0000	06 STEELE	50.00
WILLIAMS, VERNON	20-12-108-039-1131	04 PRECKWINKLE	50.00
WILLNER, MADELINE	17-03-208-002-0000	42 NATARUS	50.00
WILKINSON, RUTH	20-34-413-060-0000	06 STEELE	50.00
WILSON, BIRDIE J.	14-08-203-016-1132	48 SMITH	50.00
WILSON, LEAH	14-05-202-019-1039	49 MOORE	50.00
WITKOWSKY, JACK	14-28-322-015-0000	43 EISENDRATH	50.00

7/14/93

REPORTS OF COMMITTEES

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 COMMITTEE ON FINANCE
 SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WITT, DIANA	14-05-203-011-1233	49 MOORE	50.00
WOLF, CARL	14-21-106-017-0000	46 SHILLER	50.00
WOLFF, GABRIEL	10-36-100-015-1186	50 STONE	50.00
WOMACK, EVELYN	20-34-413-060-0000	06 STEELE	50.00
WOOD, NORMA	14-06-213-014-0000	40 O'CONNOR	50.00
WOODSON, BARA J.	20-12-108-039-1103	04 PRECKWINKLE	50.00
WYSOCKI, BERTHA	13-06-118-018-1023	41 DOHERTY	50.00
YACULLO, WILLIAM V.	14-06-214-017-0000	40 O'CONNOR	50.00
YANASAKI, MARY	17-09-410-014-1591	42 NATARUS	50.00
YANCEY, THERESA	20-14-202-046-1447	04 PRECKWINKLE	50.00
YANDOFF, MORRIS	14-06-214-017-0000	40 O'CONNOR	50.00
YASHON, DOROTHY	13-12-228-055-1003	40 O'CONNOR	50.00
YOUNG, WILLIAM H.	20-11-105-075-0000	04 PRECKWINKLE	50.00
YURKIG, BERTHA	14-08-310-024-0000	48 SMITH	50.00
ZANLER, SADIE	14-28-206-005-1261	44 HANSEN	50.00
ZARBIN, JEAN	17-03-222-018-0000	42 NATARUS	50.00
ZATZ, SHIRLEY R.	14-28-203-028-1005	44 HANSEN	50.00
ZAUBER, ISSA	20-12-114-054-1029	04 PRECKWINKLE	50.00
ZEDMAN, HELEN	17-03-200-063-1011	42 NATARUS	50.00
ZIMMERMAN HERBERT H.	14-08-203-017-1594	48 SMITH	50.00
ZIMMERMAN, EDGAR	17-03-111-005-0000	42 NATARUS	50.00
ZISMER, BRACE	13-08-430-080-1031	45 LEVAR	50.00
ZURFLI, VIETTE	14-28-322-015-0000	43 EISENBRATH	50.00
		■ TOTAL AMOUNT	49,600.00

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS,
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,
PERSONAL INJURY, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on September 11, 1991 and on subsequent dates, sundry claims as follows:

USF & G Insurance and Adam Wholesalers

State Farm Mutual Insurance and Maria Allen

Antoniazzi, Caralyn

State Farm and Vary Arrington

State Farm Insurance Co. and Joseph Bak

Barliant & Company

Preferred Risk Group and Michele Joyce Brayndick

Brinner, Bettie

Brown-Howard, Ann Rochelle

Butt, John Paul

Safeway Insurance Company and Vincent Carelli

Chicago Hamlin Medical Center

Cornell, Joseph W.

Davis, Jain

Dodger Trucking, Inc.

Enterprise Leasing of Chicago, Inc.

Flemming, Knox

Gannon, Sue

General Casualty Co. of Ill. and Patrick S. Glynn

Universal Casualty and Zena Gray

Greater Pisidia Missionary Baptist Church

Guerra, Francine G.

Hardy, Todd

Harris, Jerome

Hartman, Bruce

General Accident Ins. Co. and Richard Haskens

Hoag, Karen Lynn

Jefferies, Veronica

State Farm Insurance Co. and Jeryco Chemical & Supply Co., Inc.

Jones, Pamela/Chester

Kearns, Thomas

Allstate Insurance Co. and M. Kennedy & Sons, Inc.

Kilo, William

Kraft, Leo W.

Krull, S. J.

Allstate Insurance Co. and Samawi Labib

Lanier Paul

Las Cola, Ignatius James

Medina, Louis

Allstate Insurance Co. and Kenneth C. Minton

Minton, Kenneth Charles

Allstate Insurance Co. and Ethel Morgan

The Peoples Gas Light and Coke Co. (5)

Purnell, Jacqueline J.

American Family Insurance and Michael C. Rautbord

State Farm Insurance Co. and Rose Rhem

Travelers Ins. Co. and Janet Rico

Royster, Callie

Allstate Insurance Co. and Fred Safford

Santana, Jesus

State Farm Insurance Co. and Jerome Satala

Scott, Kittie

State Farm Insurance Co. and John M. Scriba

Silhan, Arthur

Sliwa, James Joseph

Sommerfield, Tara

State Farm Insurance Co. and Anthony Sorrentino

Speck, Hyman

Strong, Melvin

Illinois Farmers Ins. Group and Tracy Taylor

Amica Mutual Ins. Co. and Melinda J. Thomas

Titus, Walter

State Farm Insurance Co. and Roger Torbik

Government Employees Ins. and Gail Trent

United Services Automobile Assn.

Vukovich, Joseph J.

Washington, Ronald J.

American Ambassador Cas. Co. and Delores Williamson

American Country Ins. Co. and Yellow Cab Co./Clifton Holliday

Zamora, Elvia,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Do Not Pass -- SUNDRY CLAIMS FOR SEWER REBATES.

The Committee on Finance submitted the following report:

CHICAGO, July 15, 1993.

To the President and Members of the City Council:

Your Committee on Finance/Sewer Rebate Division, to which was referred on June 6, 1993 and on subsequent dates, sundry claims as follows:

Danielson, Virginia

Ockerlund, Lillian H.

Rosenthal, Rosalie

Weiss, Betty J.,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
APRIL, 1993.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgments were entered or cases settled during the month of April, 1993, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place On File* the list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
MAY, 1993.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgments were entered or cases settled during the month of May, 1993, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration six (6) applications for City of Chicago charitable solicitation (tag day) permits:

- A. Catholic Charities of the Archdiocese of Chicago
September 9 and 10, 1994 -- citywide;
- B. South Chicago Parents and Friends of Retarded Children, Inc.
August 7 and 21, 1993 -- citywide;
- C. Children's Benefit League of Chicago & Suburbs
April 15, 1994 -- citywide;
- D. Y.M.C.A. of Metropolitan Chicago
April 22 and 23, 1994 -- citywide;
- E. Chicago Club of the Deaf
September 25 and 26, 1993 -- citywide;
- F. City of Hope
June 10 and 11, 1994 -- citywide,

having had the same under advisement, begs to leave to report and recommend that Your Honorable Body *Place on File* the applications transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Re-Referred -- REQUEST FOR PLACEMENT OF ENTERTAINMENT
AND GAMING DISTRICT UNDER JURISDICTION OF
CITY COUNCIL.

The Committee on Finance submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution stating that the proposed entertainment and gaming center should fall under the jurisdiction of the Chicago City Council, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed resolution transmitted herewith to the Committee on Committees, Rules and Ethics.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said proposed resolution transmitted with the foregoing committee report was *Re-Referred to the Committee on Committees, Rules and Ethics*.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR EXECUTION OF CONCESSION LICENSE
AGREEMENT WITH AC HOLDINGS, INC. FOR COMMUNICATIONS
PROGRAMMING SERVICES AT CHICAGO MIDWAY AIRPORT
AND CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on June 23, 1993) from the Department of Aviation, authorizing execution of a concession agreement with AC Holdings, Inc., for communications programming services at Chicago Midway Airport and Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body do *Pass* said ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a municipal corporation ("City"), owns and operates airports known as O'Hare International Airport and Midway Airport (the "Airports"); and

WHEREAS, The City desires to enhance services at the Airports so that patrons have access to vital and current national and international news, and therefore have more satisfying and enjoyable Airport visits; and

WHEREAS, Displaying audio and video programming of news, information and entertainment material especially tailored for airport users on television monitors in selected locations throughout the Airports will be a great benefit to the traveling public; and

WHEREAS, The Airport Channel, a subsidiary of Turner Broadcasting System, Inc. ("Airport Channel"), is the only entity that has been providing such service in airports throughout the country; and

WHEREAS, The Airport Channel provides programming updated on a frequent basis and also has the ability to go to live programming from the Cable News Network as appropriate; and

WHEREAS, The Airport Channel is willing to provide the necessary television monitors and pay the City a fee for the opportunity to provide its service at the Airports; and

WHEREAS, The City and the Airport Channel now desire to enter into a concession agreement ("Agreement") for providing this service at the Airports; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The City Council of the City of Chicago hereby approves and the Mayor, or his proxy, is authorized to execute upon the recommendation of the Commissioner of the Department of Aviation ("Commissioner"), and subject to the approval of the City Comptroller and of

the Corporation Counsel as to form and legality, the Agreement in substantially the form attached hereto as Exhibit A.

SECTION 3. The Commissioner is further authorized to take such actions and to execute such other ancillary documents as may be necessary to implement the terms of the Agreement.

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

Definition of Terms and Exhibit "A" attached to this ordinance read as follows:

Definition Of Terms.

AC Operations Facility	(11)	A room no larger than 10 feet by 10 feet and no smaller than 5 feet by 5 feet provided by the City to AC at each Airport where AC will install its Headend Equipment.
Additional Areas	(27)	A maximum of ten (10) additional non-gate areas of the O'Hare International Airport and a maximum of four (4) additional non-gate areas of the Midway Airport specified by the Commissioner where AC shall install Service Equipment.
Additional Payment	(45)	The amount, if any, derived by subtracting the Guaranteed Amount paid to the City from the amount equal to the City's Percentage Payment that would be payable that calendar quarter.
Advertising Time	(27)	Nine (9) minutes of advertising and promotional time per half hour on the Service.
Airports	(1)	Chicago O'Hare International Airport and Midway Airport.
Approved A.C.S.I. Areas	(9)	Those areas of the Airports listed on Exhibit A.

Broadband Access Fee	(10)	The quarterly access fee payable by AC to the City for the license granted by the City to AC to allow AC to use four (4) channels on the City's broadband system at the Chicago-O'Hare International Airport.
City	(1)	City of Chicago.
City Spot	(32)	One (1) thirty (30) second spot in each package, which shall be made available to the City, without charge, for its use to promote the Airports or the community or region serviced by the Airports or, subject to certain limitations set forth in the Agreement, to sell to an advertiser.
Code	(79)	The Municipal Code of the City (1990), as amended.
Commissioner	(1)	The Commissioner of Aviation for the Airports or his or her designee.
Commencement Date	(8)	See Paragraph 2.
Deinstallation Activities	(24)	AC's removal of the Headend Equipment and Exhibition Equipment from the Airports and restoration of the premises following expiration of the Term or the earlier termination of the Agreement.
Distribution Equipment	(9)	That portion of the Service Equipment used to distribute the satellite signal carrying the Service from the AC Operational Facility at each Airport throughout that Airport to the Approved ACSI Areas and Additional Areas located therein, including, broadband and other cabling and wiring.

Documented Passenger Traffic	(40)	The total number of enplanements in a given quarter in each terminal building receiving the Service.
Eligible Airports	(46)	See Paragraph 10F.
Encumbrances	(22)	See Paragraph 4I.
Exhibition Equipment	(9)	Those components of the Service Equipment whose specific function is to exhibit the Service in all Approved ACSI Areas in the Airports, including, television monitors and audio processing equipment.
Federal Regulations	(66)	Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said such Federal Regulations may be amended.
Guaranteed Amount	(42)	Eleven Thousand Dollars (\$11,000) per calendar quarter.
Gross Advertising Revenue	(44)	Gross advertising revenue from AC's sale of Third Party Units arising in a given calendar quarter less the applicable advertising agency commission fees and any monies refunded by AC to advertisers and/or agencies with respect to Third Party Units.
Headend Equipment	(11)	The Reception Equipment and Insertion Equipment that will be located in the AC Operations Facility.
Insertion Equipment	(9)	Those components of the Service Equipment whose function is to allow the City and selected air carriers to insert programming and/or promotional messages into the Service as permitted under

- this Agreement and further allow the City to insert critical passenger information in a textual format into the Service as expressly permitted herein.
- Non-Domestic Service (30) A news programming service similar to the Service and customized specifically for delivery to airports outside the United States and its territories during the Term of this Agreement that includes any advertising sold to third parties.
- Operational Date (26) With respect to any terminal, the date the Service Equipment is fully installed and operational in all Approved A.C.S.I. Areas located within that terminal and AC is able to deliver the Service thereto.
- Opportunity Viewers (39) The number of ticketed passengers within each Airport with an actual opportunity to view the Service, which shall be determined by (i) the Documented Passenger Traffic in those areas of each Airport where the Service is provided, or (ii) multiplying the applicable Percentage representing coverage within a terminal building as determined by the Research Firm by the Documented Passenger Traffic for the building. The Opportunity Viewers for all buildings at both Airports shall be aggregated to determine the Airports' Total Opportunity Viewers.
- Package (27) A block of non-repetitive audio and video programming packages combined with advertising and/or promotional messages that, when provided continuously, will form the Service.

- Percentage (40) If necessary and appropriate for determining amounts payable hereunder, the Research Firm shall determine the percentage of Documented Passenger Traffic in each building receiving the Service at each Airport with an actual opportunity to view the Service in that building.
- Percentage Payment (43) The amount calculated on a quarterly basis pursuant to Paragraph 10 which shall be the City's Proportionate Share of the Service Revenue Pool for that quarter.
- Programming (27) Twenty-one (21) minutes of news and information television programming material each half hour on the Service professionally produced and provided by Cable News Network, Inc. ("CNN") or any entity controlled by, under common control with or controlling CNN.
- Proportionate Share (46) A fraction, the numerator of which shall be the City's Total Opportunity Viewers at all buildings/concourses receiving the Service at the Airports during a calendar quarter (as determined by the Research Firm) and the denominator of which shall be the aggregate number of Opportunity Viewers at all buildings/concourses in all Eligible Airports, including the Airports, during such same calendar quarter (as determined by the Research Firm).
- Research Firm (39) One or more independent, nationally recognized research and/or auditing firms familiar with the required supporting demographics and other

		information necessary for the sale of television advertising.
Reception Equipment	(9)	That portion of the Service Equipment used to receive the satellite signal carrying the Service at each Airport.
Service	(9)	Airport Channel® programming service.
Service Equipment	(9)	The Reception Equipment, Distribution Equipment, Insertion Equipment and Exhibition Equipment.
Service Revenue	(44)	Gross Advertising Revenue plus any subscription or other fees or revenues payable to AC for or in connection with the Service.
Service Revenue Pool	(43)	See actual formula set forth in Paragraph 10 of the Agreement.
Term	(8)	The term of this Agreement shall begin on the Commencement Date and expire on November 30, 1996 unless extended pursuant to the terms of the Agreement.
Third Party Units	(33)	Seven and one-half (7½) minutes of the total Advertising Time included in each half hour on the Service available for sale by AC to third parties.
Total Opportunity Viewers	(40)	The sum of the Opportunity for all buildings/concourses at the Airport receiving the Service.
Trade Secrets	(49)	Any data, information (financial or otherwise), formula, pattern, compilation, program, device, method, technique, drawing, plan, process, research result and name or list of actual or potential licensees, advertisers or suppliers, which is disclosed to AC or the City, as the case may be, by or on

behalf of the other party in connection with the relationship contemplated by this Agreement and which has a value to the other party and is not generally known. Trade Secrets include, but are not limited to, information relating to the financial affairs, products, services, customers, officers, directors and employees of the other party.

Videotext (28) Video messages and information to Airport patrons that will appear at the bottom of the screen.

Exhibit "A".

*Airport Channel® Programming Service
Standard Airport Agreement.*

This Agreement ("Agreement"), dated this ____ day of June, 1993 (the "Effective Date"), is entered into by and between the City of Chicago (the "City"), and AC Holdings, Inc., a Georgia corporation ("AC");

Witnesseth:

Whereas, AC desires to provide new passenger service in approved concourses and terminals (including passenger gate areas located therein), lounges, and other interior and/or exterior designated areas at the Chicago O'Hare International Airport and Midway Airport (the "Airports") by delivering the Airport Channel® programming service to such areas; and

Whereas, The City desires to permit such new passenger service in the Airports under the direction of the Commissioner of Aviation (the "Commissioner") according to the terms set forth in this Agreement; and

Whereas, AC desires to install the necessary equipment and deliver, and the City desires AC to deliver, the Airport Channel® programming service to the Airports pursuant to the terms and conditions of this Agreement;

Now, Therefore, In consideration of the premises and the mutual promises, representations, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1.

Representations And Authorizations.

A. City. In connection with the execution of this Agreement, the City represents and warrants to AC that it has all necessary power and authority and has taken all action necessary to enter into this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

B. AC. In connection with the execution of this Agreement, AC represents and warrants to the City as follows:

(i) That it is financially solvent; that each of its employees and agents is competent to perform as required under this Agreement; and that AC has all necessary power and authority and has taken all action necessary to enter into this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder; and

(ii) That the execution, delivery and performance of this Agreement and the consummation of any and all transactions contemplated by this Agreement and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not violate or conflict with, or constitute a breach of or default under, any existing contracts or commitments to which AC is a party or by which it may be bound; and

(iii) That no officer, agent or employee of the City is employed by AC or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Code (Chapter 2-156) or as may be permitted by law; and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and AC further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Code shall be voidable as to the City; and

(iv) That AC has not knowingly used the services of any ineligible contractor or consultant for any purpose in its performance under this Agreement; and

(v) That AC and, to the best of its knowledge, its subcontractors, have no outstanding parking violation complaints or debts, as such terms are defined in Section 2-92-380 of the Code, and are not in default at the time of the execution of this Agreement, or deemed by the City's authorized representative to have, within five years immediately preceding the date of this Agreement, been found to be in default under any contract awarded by the City; and

(vi) That this Agreement is feasible of performance by AC in accordance with all of its provisions and requirements and that AC can and shall perform, or cause to be performed, such obligations in accordance with the provisions and requirements of this Agreement; and

(vii) That, except only for those representations, statements, or promises expressly contained in this Agreement, including any exhibits attached hereto and incorporated by reference herein, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents or employees, has induced AC to enter into this Agreement or has been relied upon by AC, including any with reference to: (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (b) the nature of the services to be performed; (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (d) the general conditions which may in any way affect this Agreement or its performance; (e) the compensation provisions of this Agreement; or (f) any other matters, whether similar to or different from those referred to in clauses (a) through (e) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed in connection herewith; and

(viii) That AC and, to the best of its knowledge, its subcontractors, are not in violation of the provisions of Section 2-92-320 of the Code. Section 2-92-320 of the Code states, in pertinent part, that, except as provided for therein, no person or business entity shall be awarded a contract or subcontract if that person or business entity or an affiliated entity thereof (as defined in Chapter 2-92 of the Code): (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois, or any other public entity, in that officer's or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt to such conduct described in clause (a) or (b) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under Section 2-92-320 of the Code shall continue for three years following such conviction or admission. For purposes of Section 2-92-320 of the Code, when an official, agent or employee of a business entity has committed an offense under such section on behalf of such an entity and pursuant to the direction or authorization of a responsible official

thereof, the business entity shall be chargeable with the conduct. In connection herewith AC has executed a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1, et seq. which is attached hereto as Appendix I and incorporated by reference as if fully set forth here. If, after AC enters into a contractual relationship with a subcontractor, it is determined that such contractual relationship is in violation of this subsection, AC shall immediately cease to use such subcontractor. All subcontracts must provide that AC shall be entitled to recover all payments made by it to the subcontractor if prior to or subsequent to the beginning of such contractual relationship the use of the subcontractor would be violative of this subsection; and

(ix) That AC holds itself to very high standards of quality and professionalism; and

(x) That it shall be the duty of AC and all officers, directors, agents, partners, and employees of AC to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. AC understands and will abide by all provisions of Chapter 2-56 of the Code. AC shall inform all subcontractors of this provision and require in each subcontract compliance herewith by each subcontractor as to each such subcontractor and all of its officers, directors, agents, partners and employees; and

(xi) That the representations, warranties and covenants contained in this Paragraph 1(B) are deemed made as of the date hereof and, with the exception of those matters contained in Subparagraphs 1(B)(v), (vii) and (viii), shall be deemed remade and continuing throughout the Term of this Agreement.

AC agrees that, to the extent applicable, the provisions set forth in this Paragraph 1(B) will be incorporated in all contracts with a dollar value in excess of Ten Thousand Dollars (\$10,000) entered into by AC specifically for purposes of fulfilling its obligations under this Agreement with any suppliers of materials, furnishers of services, sublicensees, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement, such that such parties warrant, represent and covenant to AC as to the matters set forth herein. AC agrees to cause its subcontractors to execute such affidavits and certificates as may be necessary in furtherance of these provisions. Such certifications shall be attached and incorporated by reference in the applicable agreements. In the event that any subcontractor is a partnership or joint venture, AC shall also include provisions in its subcontract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

2.

Term.

The term of this Agreement shall begin on the earlier of: (i) the Operational Date (as hereinafter defined) for the first complete building/concourse at the O'Hare Airport; or (ii) the date occurring one hundred and twenty (120) days from the date this Agreement is fully executed (such earlier date being referred to herein as the Commencement Date), and shall expire on November 30, 1996 unless extended pursuant hereto (the "Term"). The Commissioner shall have the right to renew the Term of this Agreement for two (2) separate one-year renewal periods and AC agrees to notify the Commissioner of the City's renewal rights hereunder at least ninety (90) days prior to the expiration of the then-current Term so the Commissioner may exercise the City's rights in a timely manner. In any event, the Commissioner shall deliver written notice of his decision whether to renew the Term to AC prior to the expiration of the then-current Term. If the Commissioner fails to deliver written notice of his decision to AC as set forth above, the Term of this Agreement shall continue on a month-to-month basis until such time as the Commissioner notifies AC of its decision not to renew the Term. During such month-to-month occupancy, all rights and obligations of the parties set forth hereunder shall continue in full force and effect.

3.

Use Of The Airport.

A. Grant of Rights. The City hereby grants AC the right to provide its Airport Channel® programming service (the "Service") and the right to install, operate and maintain (except as otherwise provided herein) certain equipment to receive the satellite signal carrying the Service (the "Reception Equipment"), insert limited audio/video programming and advertising and textual passenger information on the Service as it appears at the Airports (the "Insertion Equipment"), distribute the Service to various areas located throughout the Airports (the "Distribution Equipment"), and exhibit the Service to Airport patrons in selected areas of the Airports (the "Exhibition Equipment") (collectively, the "Service Equipment") in those buildings and/or areas of the Airports listed on (Sub)Exhibit A attached hereto and made a part hereof by this reference ("Approved A.C.S.I. Area(s)") during the Term of this Agreement, with the exact locations of all Service Equipment to be selected by AC and approved

in writing by the Commissioner after review of AC's drawings and plans showing its proposed manner of installation and placement of Service Equipment. (Sub)Exhibit A may be revised from time to time by the written agreement of AC and the Commissioner to add, modify or delete certain areas therefrom. AC shall be responsible for selecting the gates located within the Approved A.C.S.I. Areas where it would like to install the Exhibition Equipment and for obtaining the request of any third party lessee or licensee at the Airports, as appropriate, for AC to install Distribution Equipment and Exhibition Equipment within the premises leased to such third party. Unless specifically approved by the Commissioner, AC shall not use the Approved A.C.S.I. Areas for any purpose other than to provide the Service and to perform certain services and activities related thereto and expressly contemplated by this Agreement.

Without making any representations or warranties as to suitability for a particular use or otherwise, the City hereby grants AC a license to use four (4) channels on its existing broadband in the O'Hare International Airport to distribute the Service from the AC Operations Facility therein to the various Approved A.C.S.I. Areas throughout the O'Hare International Airport during the Term for a monthly fee of Five Hundred Dollars (\$500.00) for the first channel, One Hundred Sixty-six Dollars (\$166.00) for the second channel, One Hundred Sixty-seven Dollars (\$167.00) for the third channel, and One Hundred Sixty-seven Dollars (\$167.00) for the fourth channel (for a total of \$1,000 per month for all four channels) (the "Broadband Access Fee"). The Broadband Access Fee shall be payable by AC on a calendar quarter basis and shall be delivered to the City with the Guaranteed Amount (as hereinafter defined) in accordance with the payment provisions established therefor in Paragraph 10 below.

B. AC Operations Facility. The City agrees to provide to AC as part of the consideration of this Agreement a room no larger than 10 feet by 10 feet and no smaller than 5 feet by 5 feet at each Airport where AC shall install the Headend Equipment (the "AC Operations Facility"). The City agrees that AC shall have the right to lock each AC Operations Facility in an effort to limit access to only authorized personnel. The location of the AC Operational Facility at each Airport shall be mutually agreed upon by AC and the Commissioner. AC's Reception Equipment (other than the satellite dish, which shall be installed at the locations agreed to by the Commissioner and AC) and the Insertion Equipment (this Reception Equipment and the Insertion Equipment shall be referred to collectively as the "Headend Equipment") shall be located in the AC Operations Facility, and AC shall use the AC Operations Facility as its central location to receive the satellite signal carrying the service at the Airport. The signal will be subsequently distributed from this point to the Approved A.C.S.I. Areas throughout the

Airport through the Distribution Equipment. Upon sixty (60) days advance written notice (or, as soon as practicable upon notice where such advance notice is not possible for compelling security or safety reasons), the Commissioner shall have the right to require AC to relocate its AC Operations Facility to another area at one or both Airports if such relocation is necessary to meet a compelling need so long as the new AC Operations Facility possesses the characteristics specified herein. The Commissioner shall have access to the AC Operations Facilities as necessary to operate and maintain the Insertion Equipment as required by Paragraph 4A hereof and to maintain and have access to any equipment owned by the City located therein.

C. Electricity. The City shall make available to AC all electricity necessary to operate the Service Equipment within each Airport, provided that AC shall be obligated to reimburse the City for its actual use of such electricity. To calculate amounts payable by AC to the City for AC's use of electrical power, the City shall either provide all or a portion of the electricity to AC through separate meters, or AC will notify the Commissioner of the electricity typically consumed by its Service Equipment and the parties will calculate total usage based on hours of operation and a bill will be derived, whichever method is most practical as determined by the Commissioner. In any event, the City shall deliver an invoice to AC for these amounts on a quarterly basis, which invoice shall include the method of calculation if separate meters are not available, and AC will deliver payment of all undisputed amounts to the City within thirty (30) days of its receipt of the invoice. In no event shall the City be liable to AC for temporary losses of power that may interrupt AC's operations at an Airport.

D. Security and Other Rules and Regulations. AC's access to and use of the Airports will be conditioned upon compliance with all security rules and regulations instituted by the Airports and any other governmental authority (including the City) exercising jurisdiction over the Airports. In conducting its operations hereunder, AC agrees to comply with all laws applicable to AC and/or the City of the United States of America and the State of Illinois and ordinances of the City of Chicago, and lawful rules and regulations promulgated by authority of law, specifically including, but not limited to, all fire codes and security regulations and the construction guidelines and requirements reasonably imposed by the Commissioner from time to time and provided to AC.

4.

*Installation, Maintenance And Operation Of Service
Equipment.*

A. **Materials and Services.** Except as otherwise specifically provided herein, AC shall be solely responsible for providing, installing, maintaining and operating, at its sole cost, all Service Equipment at the Airports, and shall provide all personnel necessary to perform these functions and address all customer complaints and inquiries, if any, during the Term. As set forth above, the City has agreed to allow AC to use four (4) channels of its existing broadband system at the O'Hare International Airport, and AC accepts "as is" and agrees to use the City's broadband system, which will constitute a significant portion of its Distribution Equipment at the O'Hare International Airport, unless the broadband system is not suitable for its use, in which case AC shall notify the Commissioner and AC and the Commissioner shall determine the best way to resolve the problem to allow the system to meet AC's needs or agree upon an alternative way to distribute the Service within the Airport. It will be necessary for AC to install all Distribution Equipment at the Midway Airport. Furthermore, although AC shall provide the Insertion Equipment at the Airports as part of the Service Equipment (and retain all rights of ownership with respect thereto), as between AC and the City, the City shall be solely responsible for the operation and maintenance of the Insertion Equipment.

The Commissioner and AC shall work together to identify an approved maintenance contractor capable of performing maintenance on all of the Service Equipment and the City's broadband system at the O'Hare International Airport, and operating and maintaining the Insertion Equipment and either the City (or the City's contractor) or AC shall enter into an agreement with such contractor to perform all required services and the non-contracting party shall be responsible for reimbursing the contracting party that portion of the amounts payable to the contractor to perform services on behalf of the non-contracting party pursuant to an arrangement agreed to by the Commissioner and AC. As between the City and AC, the City shall be responsible for the maintenance of its broadband system (other than that portion licensed to AC) and all costs related thereto, and the operation and maintenance of the Insertion Equipment at both Airports and all costs related thereto, and AC shall be responsible for the installation of all Service Equipment required for the Service (with the exception of the broadband at the O'Hare International Airport owned by the City and licensed to AC herein) and all costs related thereto, and the operation and maintenance (and related costs) of the Service Equipment not specifically the responsibility of the City. In any event, all terms of the contract must be approved and acknowledged by AC and the Commissioner. AC acknowledges the right of the City to be reimbursed for any incremental costs incurred by the City in connection with the use of the Insertion

Equipment by one or more air carriers to provide a permissible advertisement on the Service at one or both Airports as contemplated by Paragraph 6E below.

In addition, the parties agree that AC shall have no obligation to provide, install and/or maintain any Service Equipment in any food and beverage or other concessionaire space even though such areas may be included on (Sub)Exhibit A attached hereto as "Approved A.C.S.I. Areas" unless (i) AC and the Commissioner agree that such food and beverage or other concessionaire space provides a viewing audience comparable to the viewing audience for gates at the Airports with Exhibition Equipment; (ii) AC can obtain reliable audience figures with respect thereto; (iii) the licensee or lessee agrees not to provide any other television programming in the area in which the Service Equipment is located; and (iv) AC is able to charge its advertisers for the area. Any problems concerning the Services that come to the attention of the Commissioner, such as any problems with the Service Equipment (other than those related to the Insertion Equipment or City broadband) or customer inquiries or complaints related to the Service, shall be directed to the approved maintenance contractor or communicated to AC through any other communication procedure established and agreed to by AC and the Commissioner.

B. Consent for Alterations. AC agrees to obtain the consent of the Commissioner for all alterations to Approved A.C.S.I. Areas necessary for the proper installation and operation of the Exhibition Equipment therein. In addition AC shall notify the Commissioner of any alterations to the City broadband necessary to allow AC to distribute the Service from the AC Operations Facility at the O'Hare International Airport to the Approved A.C.S.I. Areas located throughout the Airport and shall obtain the Commissioner's consent to such alteration prior to making any such alteration. The City agrees that such consent shall not be unreasonably withheld.

C. Mode of Installation. Any work by AC and its contractors shall be conducted in an orderly and proper manner during times approved by the Commissioner, and shall not otherwise annoy, disturb, create a hazard, or be offensive to others at the Airports, or interfere with other projects on, or the operations of, the Airports, both landside and airside. AC shall promptly comply, and shall cause its contractors to comply, with any request from the Commissioner to temporarily cease its installation and/or maintenance activities in a particular area if necessary for the operation of the Airport and/or correct the demeanor or conduct of the contractors. In the event AC or its contractors fails to so comply, the Commissioner shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement. The City shall not be responsible for any additional expense resulting from stopping work pursuant to the foregoing. Furthermore, it is expressly agreed that none of the Service Equipment installed by AC will obscure in whole or in substantial part the normal viewing of any revenue producing static advertising display erected

and operated at the Airports. AC further represents that none of the Service Equipment shall cause any interference with Airport tower communications or violate any regulation of the Federal Aviation Administration.

D. Time of Installation. Subject to AC's ability to obtain the necessary permits and/or consents from the City and/or the Commissioner and any necessary consents and approvals from third party lessees and licensees, if any, for the installation of the Service Equipment and the provision of the Service in areas leased or licensed to such third parties, AC agrees that it will use its best efforts to commence its installation activities at the O'Hare International Airport within thirty (30) days from the date this Agreement is fully executed and complete installation in each selected Approved A.C.S.I Area located in Terminals 1 and 3 at the O'Hare International Airport as soon as practicable and in any event no later than one hundred twenty (120) days after the full execution of this Agreement. In addition, AC shall prepare and deliver to the Commissioner for his approval all drawings and plans necessary for the installation of Service Equipment in Terminals 2 and 5 at the O'Hare International Airport within thirty (30) days from the date AC receives all necessary requests from the licensees and lessees located in Terminals 2 and 5, respectively, and shall complete all installation activities in Terminals 2 and 5, respectively, within ninety (90) days of the date such drawings and plans are approved by the Commissioner and the respective licensees and lessees; provided, however, that AC shall have no obligation whatsoever to install Service Equipment in Terminal 2 or Terminal 5 unless a minimum of two and one-half ($2\frac{1}{2}$) years remains on the Term of this Agreement at the time AC receives the necessary approval from the Commissioner and requests, as appropriate, from any lessee and/or licensee to install the Service Equipment therein.

Furthermore, AC shall prepare and deliver to the Commissioner for his approval, which shall not be unreasonably withheld, all drawings and plans necessary for the installation of Service Equipment at the Midway Airport within sixty (60) days after the later of: (i) the date this Agreement has been fully executed; or (ii) the date it receives a written request from Southwest Airlines to install Service Equipment in and provide the Service to Southwest's leased premises at the Midway Airport (the "Southwest Midway Request"). AC shall commence its installation activities at Midway Airport within thirty (30) days of the later of: (i) its receipt of the Commissioner's approval of AC's proposed Midway Airport plans, or (ii) its receipt of the Southwest Midway Request, and shall complete its installation activities therein within ninety (90) days of such applicable date. Nothing herein shall obligate AC to install the Service Equipment in and provide the Service to the Midway Airport if Southwest does not express an interest in receiving the Service.

E. Repair, Replace, Upgrade. AC reserves the right, in its sole and absolute discretion, and at any time during the Term of this Agreement, to repair, replace and/or upgrade any and all Service Equipment installed by AC in the Airports upon giving notice thereof to the Commissioner and the

Commissioner's receipt of such notice, and the Commissioner shall provide AC and/or its agent the necessary access therefor at a mutually agreed upon time.

F. Modifications to Service Equipment. Except as expressly provided herein to the contrary, once the placement of the Service Equipment to be provided by AC hereunder is approved by the Commissioner and installed, the City agrees not to tamper with, move, remove, relocate, use or otherwise interfere with any such Service Equipment (or the four (4) channels of the City's broadband licensed to AC hereunder) or the audio quality of the Service without the prior agreement of AC, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, AC shall, at its cost, remove and/or relocate any Exhibition or Headend Equipment and restore the area in which such Exhibition or Headend Equipment was located to its prior condition, normal wear and tear excepted, as soon as practicable and in any event within thirty (30) days following written notification by the City that such removal or relocation is required for or in connection with a prior obligation to an air carrier service provider, or another use of the area where the Service Equipment is actually located that is, in the sole judgment of the Commissioner, integral to the Airport's operation or those of its air carrier service providers. If AC fails to remove or relocate the Exhibition or Headend Equipment within the time allowed therefor, the City shall be entitled to the remedies provided to the City in Paragraph 17B hereof. It is understood that the foregoing rights are intended to accommodate the Commissioner's periodic needs and, accordingly, if the Commissioner requires AC to relocate or remove (i) twenty-five percent (25%) or more of its Exhibition Equipment at the O'Hare International Airport, or (ii) fifty percent (50%) or more of its Exhibition Equipment at the Midway Airport in any three (3) month period, AC shall have the right to deem the City to be in default of its obligations hereunder and AC shall be entitled to the remedies provided to it in Paragraph 17D below unless the City elects, at its sole option, to pay for all future relocations pursuant to this provision. In the event of an emergency involving Airport safety concerns, the Commissioner shall have the additional right to move, relocate and/or interfere with any Service Equipment for the duration of the emergency situation so long as it notifies AC of the move and the location of the Service Equipment as soon as practicable.

G. Sound Levels. AC agrees that the maximum sound level of the audio portion of the Service within each Approved A.C.S.I. Area receiving the Service shall be acceptable to the Commissioner and the lessee or licensee of the space in which the Service Equipment is located, if applicable, and will not interfere with any public announcements (e.g., voice paging) made by the Commissioner or any air carrier within that area; provided, however, that AC is able to install the page interface system, which requires that any musical or other nonpaging audio broadcasts the City elects to provide at either Airport are provided at 15 decibels below the page volume. Furthermore, AC shall install an ambient sound control device in each

Approved A.C.S.I. Area as part of the Service Equipment that will automatically increase or decrease the volume of the audio portion of the Service to ensure that the Service is clearly audible under the existing environmental conditions within and surrounding that particular area, but does not interfere with the public announcements therein.

H. Property of AC. All Service Equipment other than the broadband portion of the Distribution Equipment at the O'Hare International Airport, which is owned by the City, installed or brought into the Airports by AC shall be deemed to be personal property and shall not be deemed to be fixtures attached to real estate or part of the real estate and shall remain the sole property of AC. The City agrees that the Exhibition and Headend Equipment may include any identifying logo, trademark or other signage of AC, CNN or one of their affiliated entities.

I. Encumbrances. AC shall not permit any mechanic's liens for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Airport or any funds belonging to the City. If any lien so attaches, the City may remove it upon notice to AC at AC's cost. Notwithstanding the foregoing, AC shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien without being deemed in default under this Agreement if AC shall bond or insure over such lien or claimed lien to the satisfaction of the Commissioner and so long as it is not possible for said lien to be foreclosed; provided further, however, that AC shall defend, indemnify and hold harmless the City and the Commissioner from and against any lien and AC shall immediately satisfy any judgment rendered, with all proper costs and charges, and shall have the lien released.

In addition, AC agrees that it shall not permit any liens, claims, charges, encumbrances or security interests of any nature arising by or through AC to be placed upon the Service Equipment installed by it at the Airports except as may be necessary to finance such Service Equipment and only to the extent expressly permitted herein. As security for AC's performance of its obligations hereunder, AC hereby grants the City a security interest in the Service Equipment installed by it at the Airports and the City shall have the right to file any document necessary to perfect its interest therein; provided, however, that the City agrees that it will subordinate its security interest in the Service Equipment to any interest in the Service Equipment (other than the Distribution Equipment which AC agrees to keep free and clear of any liens and encumbrances) granted by AC to any entity in connection with that entity's agreement to provide financing for the Service Equipment installed or to be installed at the Airports by AC and the City shall execute any document or instrument necessary to perfect the financing entity's preferred security interest in the Reception, Exhibition and Insertion Equipment at the Airports.

J. Redelivery of Premises/Removal of Equipment. Following the earlier of (i) the expiration of the Term, or (ii) the termination of this Agreement,

AC shall peaceably and quietly remove all Reception Equipment, Insertion Equipment and Exhibition Equipment from the Airport and restore the areas in which such Headend Equipment and Exhibition Equipment was located to the condition existing immediately prior to such installation or as may hereafter be improved by the City or AC, normal wear and tear excepted, unless otherwise provided herein ("Deinstallation Activities"). It is expressly agreed that all right and title in and to the Distribution Equipment installed by AC at the Airports shall vest in the City upon expiration or termination of this Agreement and, accordingly, AC shall not have any obligation or right to remove any portion of the Distribution Equipment installed by it at the Airports.

AC shall commence its Deinstallation Activities at one or both Airports as soon as practicable and in any event within thirty (30) days of the expiration of the Term of this Agreement or termination of this Agreement. AC agrees to proceed diligently with its Deinstallation Activities in order to complete the same at both Airports within one hundred twenty (120) days from the Term expiration or termination date, as the case may be; provided, however, that such time period allowed for completion of Deinstallation Activities shall be extended by one day for each day AC is delayed in performance as a result of circumstances beyond its reasonable control.

AC agrees to continue to provide the Service or, at AC's option, Headline News, until such time as the Deinstallation Activities are substantially complete or the Commissioner elects to discontinue AC's delivery of the Service or Headline News as the case may be.

K. Failure To Remove Equipment; Deinstallation by The City. AC shall be deemed to have abandoned the Service Equipment installed by it at the Airports if it fails to complete all Deinstallation Activities within the time period allowed therefor, and title to the Service Equipment shall vest in the City. Upon such vesting of title, the City may remove any liens attached to the Service Equipment upon notice to AC at AC's cost, subject to AC's rights to contest the validity of such lien as provided in Paragraph 4J.

L. Performance and Payment Bonds. AC or its subcontractor(s) performing work at the Airports shall post a performance and payment bond in the full value of the construction work related to the installation of the Distribution Equipment at the Airports pursuant to this Agreement. Such bonds shall comply with the provisions of 30 ILCS 550/1 (1992), as amended, and Section 2-92-030 of the Chicago Municipal Code. The bond shall be in such form and content as provided by the City. The surety issuing such bond shall be acceptable to the City's Risk Manager. The City shall be named as co-obligee on all such bonds.

5.

Delivery Of Service.

After AC completes installation of the Service Equipment in each terminal building/concourse at the Airports and determines that such Service Equipment is fully operational therein (the "Operational Date"), AC shall deliver the Service to that terminal building/concourse at the Airports seven (7) days a week during the times indicated on (Sub)Exhibit A via a domestic communications satellite to a satellite receiving dish installed by AC or its representative within the right-of-way locations approved by the Commissioner on the roof of each Airport or at some other location or locations on the premises of the Airports mutually acceptable to AC and the Commissioner. The signal for the Service as delivered for reception by the Airports may be encoded and scrambled at the sole option and expense of AC. The Service shall be downlinked at each building where the AC Operations Facility is and distributed from the AC Operations Facility located at each Airport by the Distribution Equipment to the Exhibition Equipment located in the selected Approved A.C.S.I. Areas located therein.

In addition to providing the Service to the Approved A.C.S.I. Areas during the times indicated on (Sub)Exhibit A attached hereto, AC also agrees to install Distribution and Exhibition Equipment in, and provide The Cartoon Network to, the Additional Areas of each Airport subsequently selected and approved by AC and the Commissioner (up to ten in the O'Hare Airport and four in the Midway Airport). It is expressly agreed that the "Additional Areas" at the Airports will not include any gate areas, and will include only those areas specifically designated by the Commissioner as areas designed to entertain children at that Airport. Also, AC agrees to work with the Commissioner to provide some type of programming in the Approved A.C.S.I. Areas during the time period each day when the Service is not being provided. Without limiting the generality of the foregoing, the after-hours programming may consist of a taped version of the Service, which shall be updated on a daily basis.

6.

Description Of Service.

A. Packages. The Service shall be in the format of continuous audio and video programming packages (the "Packages"), each package consisting of (i) approximately twenty-one (21) minutes of news and information television programming material professionally produced and provided by

Cable News Network, Inc. ("CNN") and/or any entity controlled/by, under common control with or controlling CNN per half hour ("Programming"), and (ii) approximately nine (9) minutes of advertising and promotional time per half hour (the "Advertising Time"). It is expected that the complete Package will contain sixty (60) minutes of Advertising Time and varied Programming. AC shall also have the ability to interrupt the Service to go "live" to any significant breaking news or special event covered by CNN. AC hereby reserves the right to provide a modified format of the Service in certain Approved A.C.S.I. Areas (such as transit stations, but not baggage claim areas, within the Airports) where the average passenger spends less than fifteen (15) minutes.

B. Videotext. In addition, as soon as practicable after the date hereof, AC plans to develop the ability to allow the City to insert video messages and information to Airport patrons that will appear at the bottom of the screen ("Videotext"). After development, upon the Commissioner's request, AC shall install that portion of the Insertion Equipment necessary to provide the Videotext, and the City shall have the capability to insert passenger service messages and other public information in the Service in ten (10) second intervals (unless otherwise agreed to by the Commissioner and AC), subject to reasonable guidelines agreed to by the Commissioner and AC that do not compromise the Programming or compete with or otherwise diminish the effect of paid advertising on the Service unless expressly permitted by the Advertiser. Subject to such additional terms as the Commissioner and AC may agree upon, the City shall be responsible for actually operating the Videotext Insertion Equipment and inserting the Videotext messages into the Packages and, accordingly, the City shall be solely responsible for any liability arising out of any claim related to the Videotext material inserted by the City. In addition, the City shall be solely responsible for maintaining Insertion Equipment, which shall also include that equipment necessary to provide local insertion as further described in Subparagraph J below. As described in Paragraph 4A above, AC agrees to work with the Commissioner to identify an approved maintenance contractor to provide these operational and maintenance services for the City. AC further agrees to consult with the Commissioner from time to time as necessary during the Term of this Agreement to assist the City in its use of the Insertion Equipment.

C. Content of Programming. AC shall have absolute and complete discretion, editorial and otherwise, with respect to the format, content, production, editing and updating of the Programming and the Packages, the segments of Programming and spots for Advertising Time included therein, and the arrangement of the segments and spots; provided, however, that AC represents and warrants to the City that the quality and format of the Service shall at all times during the Term meet the general news standards specifically applicable to CNN's Headline News Service and that, in any event, it shall update all national and international hard news programming segments no less than four (4) times daily assuming that there are meaningful changes to report. Furthermore, AC shall retain exclusive control over all Packages at all times, subject only to the rights granted to

the City pursuant to Subparagraph F below. It is expressly agreed, however, that any Programming related to any accident involving a commercial passenger airline shall only be included in the Programming without any graphic video coverage of the accident site. AC hereby reserves the right to temporarily withdraw the Service, or any portion thereof, at any time as it deems necessary or advisable in the exercise of its sound business judgment, and any such temporary withdrawal, interruption, delay or interference shall not constitute or be deemed a breach of this Agreement so long as AC uses its best efforts to restore the Service as soon as possible and, in any event, restores the service within forty-eight (48) hours.

D. Other Competing/Similar AC Services. AC hereby represents and warrants that the Service shall be the only news programming service customized specifically for delivery to airports provided by AC directly or indirectly to airports located within the United States and its territories. Furthermore, AC agrees that if it develops a news programming service similar to the Service and customized specifically for delivery to airports outside the United States and its territories during the Term of this Agreement that includes any advertising sold to third parties (a "Non-Domestic Service"), 2.5% of the Gross Advertising Revenue (as such term is defined in Paragraph 10) received from third parties for advertisements airing on that Non-Domestic Service in any given calendar quarter shall be added to the Service Revenue Pool available for payment to the City under this Agreement (and all other airports receiving the Service directly or indirectly through a third party designee) of the Additional Payment (as such term is defined in Paragraph 10), if any, for that calendar quarter pursuant to Paragraph 10 hereof. It is expressly agreed that the delivery of any programming service, whether in existence on the date hereof or hereafter created, by one of AC's affiliated or subsidiary companies, that is not customized specifically for airports, including, without limitation, Cable News Network, Headline News, Cable News Network International, and CNN Radio, to any airport anywhere in the world by one of AC's affiliates shall not be deemed a breach or violation of this provision or any other provision contained in this Agreement and such service shall not be deemed to be a Non-Domestic Service.

E. Advertising Time. As between AC and the City, AC shall retain all Advertising Time included in the Packages, and the revenue therefrom (subject to the amount payable to airports receiving the Service, directly or indirectly through a third party contractual designee, including the City), with the exception of one (1) thirty (30) second spot per half hour, which subject to the following conditions, AC shall make available to the City, without charge, to promote the City, the Airports or the Community or region serviced by the Airports or to sell to an advertiser (subject to compliance with the applicable restrictions and limitations set forth herein) (the "City Spot"). Of the eight and one-half (8½) minutes of Advertising Time per half hour retained by AC, it is anticipated that one (1) thirty (30) second spot shall be allocated to AC for the promotion of its products or services or the products and services of its affiliates, and, in consideration of

their procurement of statistics and provision of assistance in maximizing viewers of the Service, one (1) thirty (30) second spot shall be allocated (on a rotational basis, if necessary) to the air carrier(s) with Exhibition Equipment located within their leased or licensed space for an advertisement or other announcement that is unrelated to the promotion of the air carrier's business, products or services unless (i) a direct promotional use is permissible under the lessee's agreement with the City, and (ii) it is technically possible to provide such a direct promotional message in that Airport without adversely impacting a competitive lessee by appearing within that competitive lessee's exclusive leased premises. The City hereby agrees to insert such messages in the Service with the Insertion Equipment so long as each participating air carrier agrees, pursuant to a separate agreement between the City and such air carrier, to reimburse the City for the City's incremental costs of operating the Insertion Equipment associated with the insertion of the air carrier's advertisement. No other fee whatsoever shall be payable by any air carrier to the City for or in connection with the air carrier's use of spot allocated to it by AC. In any event, the air carrier's spot (i) must be consistent with all guidelines and restrictions applicable to advertising by it at the Airports, as set forth in the Agreement between the lessee and the City, and (ii) meet all quality and legal standards and restrictions applicable to the City Spot as provided in Subparagraph F below. If the air carrier elects not to provide a spot and reimburse the City for its incremental costs associated therewith, AC shall have the right to use the spot as it deems appropriate until such a spot is inserted by one or more air carriers pursuant to an agreement with the City. The remaining seven and one-half (7½) minutes of Advertising Time per half hour will be made available by AC for sale to third parties ("Third Party Units"). Without limiting the generality of the foregoing, AC shall have the right to determine the rate applicable and the rate actually charged for all Advertising Time to be sold to third parties for the Service.

F. Insertion of City Spot; Optional Programming. Accordingly, during the Term, the City shall have the right, at its discretion, to insert one (1) thirty (30) second advertisement for the City Spot each half hour into the Service as it appears at the Airports only, provided such advertisement meets the production quality standards applied by AC generally to the Advertising Time and to AC's own Programming included within the Service and the other applicable restrictions and guidelines discussed below. The Insertion Equipment installed by AC hereunder will provide the City with the local insertion capabilities to allow the Commissioner to exercise the City's rights under this Subparagraph F. If the Commissioner fails to use the City Spot, or, if an advertisement is inserted but not updated regularly in accordance with guidelines established by AC hereby to maintain the quality of the Service after receipt of notice from AC to do so, AC reserves the right to use the City Spot as it deems appropriate until the Commissioner provides an acceptable advertisement. The Commissioner shall be solely responsible for the production and insertion of the City Spot advertisement and further agrees to accept sole responsibility for any liability arising out of any claim related to any advertisement it provides for the City Spot. As set forth

earlier in this Agreement, the City shall be responsible for operating and maintaining the Insertion Equipment and all costs related thereto. As a result of the foregoing responsibility, the City shall also be responsible for inserting the acceptable advertisements it receives from the air carriers or other licensees or lessees subject only to the agreement of such air carriers to reimburse the City for its incremental costs associated with inserting such advertisement.

As an alternative to the City's use of the City Spot in accordance with the foregoing paragraph, the City shall have the option to preempt a designated three and one-half minute programming segment included in each half hour of the Service and insert four consecutive minutes of its own programming material in lieu thereof so long as such programming segment is consistent with the production quality of the Service and meets the other applicable requirements set forth above with respect to the City Spot. Of the total consecutive four (4) minute insert, the City may include a thirty (30) second advertising spot consistent with the guidelines for the City Spot specified above.

Regardless of which option it selects, the City may sell the thirty second City Spot to an advertiser so long as the inclusion of the advertiser on the Service does not violate any agreement AC has with one of its then-existing national advertisers on the Service and such advertisement meets all of the other guidelines established by AC applicable to all advertising on its Service and provided to the Commissioner from time to time, and does not violate any FCC or other federal, state, or local law, rule, or regulation. Upon AC's request, the Commissioner shall provide AC with a list of its advertisers.

The City shall have the sole responsibility for producing and/or inserting any local programming into the Service and preempting the designated AC Programming segments and the City shall be solely responsible for any liability arising out of any claim related to such local programming. Any local programming the City desires to include in the Service must be approved by AC in advance for conformity with AC's programming guidelines as to quality. Under no circumstances will the City be allowed to include any programming that is deemed to be competitive with the Service or any service produced by AC's affiliated companies, or is produced by a third party in competition with AC or one of its affiliates.

In the event that AC goes live to a breaking news event or interrupts its Packages to provide coverage of a major sporting event or full length news program, the City understands and agrees that it will not be able to provide the City Spot and/or preempt the AC Programming segments during the duration of such alternative programming. The City further understands that AC will not be able to provide any "make goods" for these interrupted segments.

7.

Copyright.

The City agrees and acknowledges that the sole right of copyright in, and all rights of copyright with respect to, the Service, the Programming and the Packages (including, without limitation, the sequence or organization of AC's compilations of programming segments constituting the Packages) belong, as between the City and AC, to AC, and that the City shall not acquire, obtain or claim any copyright or other proprietary ownership interests therein or thereto by virtue of this Agreement. Except to the extent expressly limited or prohibited by the terms of this Agreement, AC shall be entitled to, and hereby reserves all rights necessary to, exploit, exercise, dispose of and/or utilize any rights in, to and with respect to the Service, the Programming and the Packages without limitation and without prior notice or any obligation to the City.

AC agrees and acknowledges that the sole right of copyright in, and all rights of copyright with respect to, the City Spot advertisement and/or any programming and/or Videotext material inserted by the City into the Packages belong, as between the City and AC, to the City, and that AC shall not acquire, obtain or claim any copyright or other proprietary ownership interest therein or thereto by virtue of this Agreement. Except to the extent expressly limited or prohibited by the terms of this Agreement, the City shall be entitled to, and hereby reserves all rights necessary to exploit, exercise, dispose of and/or utilize any rights in, to and with respect to the City Spot advertisement and/or the programming and/or Videotext material inserted by the City without limitation and without prior notice or any obligation to AC.

8.

Service Marketing And Other Related Research.

AC shall have the right to perform observational studies or analyses and conduct oral and written surveys and polls of Airport patrons within the Approved A.C.S.I. Areas for the limited purposes of collecting information and other data related to the Service in general and the traffic flow and viewing opportunities within each area where Service Equipment has been installed during the Term of this Agreement, subject to AC's compliance with any applicable rules established by the City and/or the Commissioner, including the possession of any permit required therefor. AC or its designee

shall notify the Commissioner prior to conducting or performing such activities and the Commissioner shall have the opportunity to suggest research areas and/or questions for AC's inclusion on such survey or poll. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, AC shall not have any obligation under this Agreement to perform or conduct any such research at the Airports except if and to the extent necessary to perform its payment obligation pursuant to Paragraph 10 below. Subject to the limitations set forth below, AC shall present its research conclusions with respect to the Service and Airports in general to the Commissioner, and if requested by the Commissioner, the supporting data used to reach such research conclusions; provided, however, that AC shall retain all rights of ownership with respect to such research and conclusions related thereto. Notwithstanding the foregoing, it is expressly agreed that AC shall not be obligated to disclose to the Commissioner any research information, conclusions and/or data specifically related to one or more advertisers. Any research data and other information developed by AC shall be deemed confidential and shall be subject to the protections set forth in Paragraph 12.

9.

Research Firm.

A. *Research Firm.* In order to calculate amounts payable to the City under this Agreement pursuant to Paragraph 10, and collect other information contemplated by Paragraph 8 of this Agreement, AC shall select one or more independent, nationally recognized research and/or auditing firm(s) familiar with the required supporting demographics and other information necessary for the sale of television advertising (such research and/or auditing firms shall be collectively referred to herein as the "Research Firm") to conduct certain research in each building or other area receiving the Service at all airports, including the Airports.

B. *Opportunity Viewers.* Among other things, the Research Firm shall determine the number of "Opportunity Viewers" for each terminal building or concourse for all participating airports, which may be deemed to be the Documented Passenger Traffic (as hereinafter defined) for all Approved A.C.S.I. Areas receiving the Service therein, or may be derived, if appropriate, by multiplying the Documented Passenger Traffic for each building or area by a Percentage selected by the Research Firm to more accurately reflect the actual viewing audience. More specifically, the Percentage applied by the Research Firm in such calculation shall represent the percentage of the total passengers using each terminal building where the Service is provided (or the Airport as a whole, if appropriate) that have an actual opportunity to view the Service in that building (or in the Airport as a whole, if appropriate) (the "Percentage"). This determination shall be

generally based on a determination of what percentage of Documented Passenger Traffic could be reached by the Service, taking into account a variety of factors, including seating configurations in passenger hold areas and the number and placement of monitors in the Approved A.C.S.I. Areas of the building. The Research Firm shall determine, in its sole discretion, the most accurate way to determine and count the "Opportunity Viewers" for the Airports and all other airports receiving the Service and apply that method to all such airports in a consistent manner. AC may provide specific guidelines ("Guidelines") to the Research Firm to follow consistently in each Eligible Airport (as hereinafter defined) receiving the Service for purposes of determining this Percentage; provided, however, that AC agrees to provide a copy of the Guidelines to the Director for review prior to the issuance of such Guidelines to the Research Firm. The Opportunity Viewers for each building at the Airports shall be added together to determine the Airports' "Total Opportunity Viewers".

C. Documented Passenger Traffic. The "Documented Passenger Traffic" shall be defined as the total number of passenger enplanements within those portions of a building at each Airport receiving the Service as determined from the periodic report provided by the Research Firm, which shall be based, in part, on the quarterly reports provided by the Commissioner to AC and/or from available statistics selected by the Research Firm. The Commissioner agrees to provide to AC quarterly reports (to the extent and when available) indicating the Documented Passenger Traffic for each terminal building or other areas receiving the Service. In addition, the Commissioner agrees to provide AC, at no cost to AC, with any and all additional information the City has access to that would indicate the Documented Passenger Traffic for any Approved A.C.S.I. Area. All information delivered by the Commissioner to AC hereunder, shall be certified as true and correct to the best of the Commissioner's knowledge and, when possible, provided to AC within thirty (30) days of the completion of each calendar quarter. The Research Firm shall ensure that the method of counting passenger enplanements used by the Commissioner and/or the City to determine Documented Passenger Traffic within each building receiving the Service is generally consistent as among all Eligible Airports (including the Airports).

D. The Percentage. If the Research Firm determines that it is necessary to define Opportunity Viewers by determining an applicable Percentage for each terminal building at Eligible Airports in order to ensure fairness of counting among Eligible Airports, AC shall notify the Commissioner, in writing, of the Percentage(s) applicable to the Airports as determined by the Research Firm, and the Commissioner shall have thirty (30) days from his or her receipt of such notice to submit to AC, in writing, any objections to the Percentage(s) and the reasons therefor. AC agrees to communicate these objections to the Research Firm and cooperate with the Commissioner to present its arguments, if any, for increasing the Percentage(s) to the Research Firm. The Research Firm shall determine, in its sole discretion, the amount of such adjustment to the Percentage(s), if any, and its decision

as to the Percentage(s) shall be binding and conclusive for the area unless and until a significant amount of Exhibition Equipment is added to or removed from that area or a significant number of individual gate areas where Exhibition Equipment is located are substantially modified by improvements, at which time the Research Firm will re-evaluate the building to determine what adjustment, if any, to the Percentage is appropriate with respect to such area. Any Percentage determined by the Research Firm pursuant to this Paragraph 9 shall be effective the quarter following such determination for purposes of making any calculations and/or related payments required by Paragraph 10.

10.

Revenue Participation Arrangement.

A. Calculation of Sums Owed by AC. For the privileges granted to AC hereunder, AC shall pay the City a fee on a quarterly basis (the "Quarterly Fee"), which shall consist of the greater of: (i) Eleven Thousand Dollars (\$11,000) (the "Guaranteed Amount"), or (ii) the City's Proportionate Share of the Service Revenue Pool for the immediately preceding quarter (the "Percentage Payment"), which Service Revenue Pool shall be calculated as follows: (a) 15% of the Service Revenue invoiced by AC for the preceding quarter until such time as AC has invoiced an aggregate amount of Service Revenue in excess of \$15,000,000 for the calendar year in which the preceding quarter occurs; (b) 17.5% of all or a portion of the Service Revenue, as applicable, invoiced by AC for the preceding quarter after AC has invoiced an aggregate amount of Service Revenue in Excess of \$15,000,000 but less than \$25,000,000 for the calendar year in which the preceding quarter occurs; and (c) 22.5% of all or a portion of the Service Revenue, as applicable, invoiced by AC for the preceding quarter after AC has invoiced an aggregate amount of Service Revenue in excess of \$25,000,000 but less than \$30,000,000 for the calendar year in which the preceding quarter occurs; and (d) 32.5% of all or a portion of the Service Revenue, as applicable, invoiced by AC for the preceding quarter after AC has invoiced an aggregate amount of Service Revenue in excess of \$30,000,000 for the calendar year in which the preceding quarter occurs (the aggregate amount shall be referred to as the "Service Revenue Pool"). At the end of the first year of the Term and each year thereafter, AC shall compare its actual operations at the Airports with its projected operations for that period, as set forth on (Sub)Exhibit B attached hereto, and shall increase the Guaranteed Amount for the remainder of the Term proportionately, if and to the extent appropriate to reflect an increase in actual operations at the Airports as compared to AC's projected operations.

B. Required Third Party Payments. The City hereby agrees to be solely responsible for distributing to any third party any portion of amounts paid to the City by AC hereunder if and to the extent any such third party payments are required by an agreement between the City and any such third party.

C. "Service Revenue". As used herein, the term "Service Revenue" shall mean gross advertising revenue from the sale of Third Party Units airing in a given quarter less the applicable advertising agency commission fees and any monies refunded by AC to advertisers and/or agencies with respect to Third Party Units ("Gross Advertising Revenue"), plus any subscription or other fees or revenues payable to AC for or in connection with the Service. The City acknowledges that AC presently contemplates that the Service Revenue will consist solely of Gross Advertising Revenue, as AC does not contemplate receipt of any other revenue from third parties for or in connection with the Service. AC hereby agrees that it shall not intentionally seek barter deals with advertisers in an effort to divert money from the Service Revenue. AC further agrees that in the event it does agree to a barter arrangement with an advertiser on the Service that involves the advertiser's agreement to provide tangible items to AC for resale by AC, all amounts received by AC from the sale of these items shall constitute Service Revenue for purposes of this Agreement. Finally, to the extent that AC enters into non-cash barter arrangements in any calendar year that provide a value to AC that exceeds ten percent (10%) of AC's cash gross billings to advertisers during that same calendar year, AC agrees to include fifteen percent (15%) of the value in excess of that ten percent (10%) limit in the Service Revenue for purposes of calculating amounts payable hereunder.

D. Method of Payment. Within thirty (30) days of the Operational Date, AC shall deliver payment of the Guaranteed Amount (or prorated portion thereof, as applicable) to the City for the initial calendar quarter of the operations. Within thirty (30) days of the beginning of each calendar quarter thereafter AC shall deliver payment of the Guaranteed Amount to the City. In addition, each calendar quarter after the first full calendar quarter of operations, AC shall calculate the Percentage Payment payable to the City for that immediately preceding calendar quarter as soon as practicable thereafter. If the Percentage Payment for a calendar quarter exceeds the Guaranteed Amount previously paid to the City for that calendar quarter, AC shall pay the City the difference (the "Additional Payment") within thirty (30) days of the calendar quarter immediately following the calendar quarter for which the Additional Payment is payable.

E. Late Payment. In the event that AC fails to make any payment required hereunder within thirty (30) days of the due date, daily interest at an annual rate of twelve percent (12%) shall accrue against all such delinquent payment(s) from the original due date until the City actually receives payment. The right of the City to require payment of such interest and the obligation of AC to pay the same shall be in addition to and not in lieu of the right of the City to enforce the terms of this Agreement. The interest penalty for late payments shall not be applicable to any

reconciliation payments made by AC, as may be necessary from time to time to correct any good faith errors in the calculation of the City's Proportionate Share of any Percentage Payment.

F. "Proportionate Share". The City's "Proportionate Share" for any given calendar quarter shall mean a fraction, the numerator of which shall be the City's Total Opportunity Viewers at the Airports during a calendar quarter as determined by the Research Firm, and the denominator of which shall be the aggregate number of Total Opportunity Viewers at all buildings in all Eligible Airports, including the Airports, during such same calendar quarter as determined by the Research Firm. "Eligible Airports" shall be defined as those airports that receive the Service from AC (directly or indirectly through the airport's third party designee) with a contractual right to receive a portion of Service Revenue. AC agrees that it will not enter into any agreement that includes a contractual right to receive a portion of Service Revenue with any authority or other entity if its airport system, taken as a whole, does not have an average of three million enplanements per year, unless specifically approved in advance by a majority of the contractual representatives at the then-existing Eligible Airports, with each such contractual representative entitled to one vote.

G. Other Payments. Notwithstanding the foregoing, the City agrees that AC shall be permitted to pay a fee directly to any third party lessee or licensee or other provider of services to an Approved A.C.S.I. Area, whether in the form of a percentage of Service Revenue or otherwise, for services, equipment, traffic statistics, facilities, or assistance provided by such lessee or licensee to AC in connection with the performance of this Agreement. Any such payments shall not reduce any sums owed to the City hereunder.

11.

Reports.

Prior to the end of each calendar quarter after the first full calendar quarter of operations, AC shall deliver to the Commissioner a report in the form of (Sub)Exhibit B attached hereto, which shall include all data, information and calculations used by AC to determine the Percentage Payment (and the amount of any Additional Payment) to the City under this Agreement for that calendar quarter, accompanied by an affidavit executed by one of AC's officers certifying, to the best of the officer's knowledge, the accuracy of all information set forth on the report. Without limiting the foregoing, each report shall include all information relevant for purposes of determining and explaining the City's Proportionate Share, including the amount of any payments made to other Eligible Airports. Upon written request of the Commissioner, AC shall make certain records available to the

Commissioner for review during normal business hours as necessary to ascertain that the payments required hereunder have been made to the City in accordance with this Agreement. Notwithstanding the foregoing, the Commissioner shall have no right to review any of AC's books and records related to sales projections or any confidential information related to AC's advertisers.

Within one hundred and twenty (120) days of the beginning of each calendar year, AC shall deliver to the Commissioner a report summarizing AC's Service Revenue, the Service Revenue Pool, the City's Proportionate Share of the Service Revenue Pool, and the calculations used to determine those amounts, and the total amount paid to and/or owed to all Eligible Airports (or their designees), including the City, for the immediately preceding calendar year. The report shall be prepared or verified by an independent, nationally recognized accounting firm, selected by AC in its sole discretion and prepared at its sole cost.

12.

Confidentiality.

The City and AC each acknowledge that it may come to have knowledge and information with respect to Trade Secrets (as hereinafter defined) of another party hereto and its affiliates, subsidiaries and its parent. Each party agrees that during the Term of this Agreement and for so long thereafter as such information remains competitively sensitive, it will not use or disclose, or furnish or make accessible to anyone other than its employees, officers, directors, attorneys and accountants on a need-to-know basis as directly required to permit performance of its obligations hereunder, or as otherwise expressly permitted herein, any Trade Secrets furnished to it, whether furnished before or after the date hereof. "Trade Secrets" shall mean any data, information (financial or otherwise), formula, pattern, compilation, program, device, method, technique, drawing, plan, process, research results and name or list of actual or potential licensees, advertisers or suppliers, which is disclosed to AC or the City, as the case may be, by or on behalf of another party hereto in connection with the relationship contemplated by this Agreement and which has a value to the other party and is not generally known. Trade Secrets include, but are not limited to, information relating to the financial affairs, products, services, customers, officers, directors, and employees of the other party. Each party agrees to safeguard such Trade Secrets with at least the same degree of care as it exercises with respect to its own Trade Secrets. At the expiration of the Term or upon any prior termination of this Agreement, each party agrees to return to each other party all property, lists, drawings, memoranda, and documents containing Trade Secrets belonging to such other party.

Notwithstanding anything contained herein to the contrary, it shall not be a breach of this provision for any party to disclose any Trade Secret or other information in its possession if such disclosure is compelled by law, court of law, governmental agency or grand jury, provided that, prior to such disclosure, such party used its good faith best efforts to notify the party with a proprietary interest in such information as soon as possible, and, to the extent disclosure was required, it furnished only that portion of the Trade Secrets which, in the opinion of its counsel, it was legally compelled to disclose. This provision shall survive any termination or expiration of this Agreement.

13.

Protection Of The Service.

The Commissioner shall not have any right to record or duplicate all or any portion of the Service nor shall either authorize any such recording or duplication, unless specifically and expressly authorized in advance in writing by AC, provided that this prohibition shall not apply to any advertisement and/or programming inserted by the City in the Service as provided for herein. Furthermore, the City may be allowed to record or duplicate Programming on the Service specifically related to the Airports for in-house use only, provided that the Commissioner notifies AC of such intended use. The Commissioner shall cooperate fully and in good faith with AC and/or its agent or representative for the purposes of securing and preserving AC's rights herein and in and to the Service.

14.

Disclaimer.

Neither AC Nor Any Person Or Entity Acting For Or On Behalf Of AC Has Made Or Makes Any Warranties, Express Or Implied, Including, Without Limitation, Implied Warranties Of Merchantability Or Fitness For A Particular Purpose, With Respect To Any Product Or Service To Be Supplied By AC Hereunder, All Of Which Warranties Are Hereby Expressly Disclaimed. Any Remedies Of The City For Any Breach Of This Agreement By AC Shall Be Limited To Those Expressly Provided Herein And AC Shall Not Have Any Liability To The City Under Any Circumstances Whatsoever For Any Incidental, Indirect Or Consequential Damages.

15.

Insurance.

AC, at its own cost and expense, shall procure and maintain at all times during the Term of this Agreement the following minimum insurance coverages with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by AC or its subcontractors:

(i) **Workers' Compensation and Occupational Disease Insurance.** Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all AC employees and subcontractors. Employer's liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness shall be included.

(ii) **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) combined single limit/Three Million Dollars (\$3,000,000) aggregate for bodily injury, personal injury and property damage liability. The City is to be named as an Additional Insured.

(iii) **Automobile Liability Insurance.** When any motor vehicles are used in connection herewith, AC shall supply Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an Additional Insured.

(iv) **Property Insurance.** AC shall maintain all risk property insurance for the improvements to the Airports authorized hereunder, and equipment, fixtures, contents and materials in the amount of the full replacement cost thereof. The City is to be named as an Additional Insured with respect to the insurance covering the improvements.

AC shall furnish the City, Department of Purchases, Contracts and Supplies, City Hall, Room 402, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, thirty (30) days prior to expiration if the coverages have an expiration or renewal date occurring during the Term of this Agreement.

The Insurance hereinbefore specified shall be carried at all times during the Term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of this Agreement, and the City maintains the right to suspend AC's performance and rights under this Agreement until proper evidence of insurance is provided. The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event that coverage is substantially changed, canceled, or non-renewed.

AC shall require all subcontractors to carry the insurance required herein, or AC may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

AC hereby waives any and every claim for recovery from the City for any and all loss or damage to the Service Equipment, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by AC or which would have been recoverable if the insurance required hereunder had been maintained by AC, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), AC agrees to give each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver.

Except as otherwise specified in this paragraph, the loss, if any, under any policies provided for herein shall be adjusted with the insurance companies by AC subject to the approval of the City. Proceeds of insurance resulting from any loss of property in which the City has insurable interest shall be paid by check made payable jointly to the City and AC and delivered to the Commissioner. Upon approval by the City of AC's repair and replacement plans, such proceeds shall be paid to AC for the purpose of paying for the cost of restoring the premises. Proceeds from any liability insurance shall be used to discharge liability to which such proceeds pertain.

AC expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute to insurance provided by AC under the Agreement. AC expressly understands and agrees that any insurance protection furnished by AC hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this Agreement.

Upon reasonable advance notice to AC, the City has the right to increase the required limits of insurance as stated hereinabove, require additional coverages or add additional insurers or make other modifications to insurance requirements, based upon commercially reasonable standards for the Chicago metropolitan area applicable from time to time. Any failure by

AC to comply with any such requests made by the City shall constitute a violation of this Agreement, and the City maintains the right to suspend AC's performance and rights under this Agreement until proper evidence of compliance is provided.

16.

Indemnification.

A. Indemnification by AC. AC agrees to defend, protect, indemnify and hold harmless the City and its agents and employees from and against any and all claims, mechanics liens, damage, demands, actions, judgments, expenses, costs, losses, charges for property damage or injury or death to persons, and other liabilities, including, without limitation attorney's fees and costs of actions (including any allocable and documented fees of in-house counsel), arising out of or by reason of AC's operations at the Airports, or other use of said Airports, by AC, its agents or employees during the Term of this Agreement, and from AC's breach hereof.

17.

Events Of Default; Termination And Other Remedies.

A. Events of Default by AC. In the event that any one of the following circumstances should occur, the City may, at its option, deem AC to be in default under this Agreement and pursue the remedies set forth herein.

- (i) AC becomes insolvent or makes a general assignment for the benefit of creditors, or commits an act of bankruptcy, or has a petition in bankruptcy filed by it or by any other person or entity, or is adjudged bankrupt, or shall liquidate or dissolve but continues to provide the Service to airports in the United States; or
- (ii) AC fails to make any payments required by this Agreement to the City under this Agreement within ten (10) days of its receipt of written notice of nonpayment from the Commissioner; or

- (iii) AC fails to cure its breach of any material covenant, agreement or obligation set forth in this Agreement within thirty (30) days after its receipt of any written notice of the specific breach from the Commissioner; or
- (iv) AC diminishes the quality of the Service in any material way by its exercise of the discretion reserved to it in Paragraph 6C of this Agreement and fails to restore the quality of the Service within seven (7) days of its receipt of written notice from the Commissioner describing the diminished quality; or
- (v) AC fails to keep all international and national hard news Programming segments up-to-date more than four (4) times in a thirty (30) day period in accordance with the provisions of Paragraph 6C of the Agreement.

B. Remedies Available to the City. In the event of a default by AC as set forth above, the City may terminate this Agreement by delivering written notice to AC and AC shall be obligated to remove its Reception, Insertion and Exhibition Equipment pursuant to Paragraph 4J hereof; provided, however, that in the event of a default of nonpayment pursuant to (ii) above or continuing material breach pursuant to (iii) above the City shall have the additional right (without limiting its right to pursue the other remedies available to it under this Agreement) to (a) place a lien on the Service Equipment and/or deny AC the right to remove any Service Equipment until such unpaid amounts have been paid in full, or (b) require AC to remove the Equipment pursuant to Paragraph 4J and pay an amount equal to twenty-five percent (25%) of the Guaranteed Amount for the remainder of the Term as liquidated damages for the City's loss of its future Proportionate Share of the Service Revenue Pool. If the Commissioner elects (a) above and AC fails to pay such undisputed amounts within thirty (30) days of the termination date, the City shall have the right to take title to the Service Equipment installed by AC at the Airports and the parties shall be released of any further obligations to remove the Service Equipment under this Agreement.

C. Events of Default by the City. In the event that one of the following circumstances should occur, AC may, at its option, deem the City to be in default under this Agreement and pursue the remedies set forth herein:

- (i) the City fails to cure its breach of any material covenant, agreement or obligation set forth in this Agreement within thirty (30) days after receipt of written notice of the specific breach from AC;
- (ii) a final and binding determination by a court of competent jurisdiction that the execution, delivery and performance of this

Agreement and/or the consummation of any and all transactions contemplated by this Agreement and/or the fulfillment of and compliance with the terms of this Agreement violates, conflicts with, or constitutes a breach of or default under a contract or commitment to which the City is a party or by which it is bound; or

- (iii) the City requires AC to relocate or remove (a) more than twenty-five percent (25%) of its Exhibition Equipment at the O'Hare International Airport, or (b) more than fifty percent (50%) of the Exhibition Equipment at the Midway Airport in any three (3) month period and the City fails to reimburse AC for such additional relocation costs.

D. Remedies Available to AC. In the event of a default by the City as set forth above, AC may terminate this Agreement by delivering written notice to the Commissioner and AC shall be entitled to receive from the City as liquidated damages hereunder for AC's loss of future revenue attributable to its operations at the Airports, fifty percent (50%) of its costs and expenses to perform the Deinstallation Activities at the Airports, plus fifty percent (50%) of the costs incurred by AC to install the broadband portion of the Distribution Equipment at the Midway Airport which shall become the City's property upon AC's receipt of the foregoing payment. Without limiting the foregoing right, AC shall have the express right to offset the foregoing amounts against amounts payable to the City hereunder and subsequently invoice the City for the difference.

E. The City's Additional Termination Rights. The City shall also have the right to terminate this Agreement:

- (i) on ninety (90) days written notice to AC if the Commissioner determines in good faith, after consultation with AC, that the Service provided hereunder causes significant interference with the orderly operation of the Airports' primary business of facilitating air travel and no modification of the Service that is acceptable to AC will satisfactorily remedy the interference; or
- (ii) if the City is prevented from performing its obligations as contemplated hereunder, or the City in its sole reasonable discretion determines that the City can no longer accept the Service at the Airports as provided by AC at that time without subjecting the City to potential legal action, by reason of any law, regulation, ordinance, or act of any governmental authority

or court of competent jurisdiction, which is unrelated to the circumstances contemplated by Paragraph 17C (ii) above; or

- (iii) the Percentage Payment payable to the City pursuant to Paragraph 10 is less than the Guaranteed Amount for two (2) consecutive quarters; or
- (iv) the City receives a bona fide firm offer from a third party vendor to provide a service to the Airports that is of an equal or greater quality than the Service, which offer includes a quarterly minimum guaranteed payment to the Airport Board that is greater than the greater of (i) the quarterly Guaranteed Amount payable by AC hereunder; or (ii) the quarterly average Percentage Payment paid by AC to the City to date, and, within thirty (30) days of AC's receipt of written notice of such an offer from the City, AC elects, in its sole discretion, not to increase the Guaranteed Amount payable hereunder to an amount that equals or exceeds the minimum quarterly guaranteed payment included in the offer.

F. AC's Additional Termination Rights. AC shall also have the right to terminate this Agreement:

- (i) on AC's determination, in its sole discretion, to discontinue providing the Service to all airports within the United States; or
- (ii) if AC is prevented from delivering the Service or otherwise performing its obligations hereunder by reason of any law, regulation, ordinance, or act of any governmental authority or court of competent jurisdiction without modifying the Service in some substantial or material manner.

G. Effect of Termination. Upon any termination of this Agreement, AC shall be relieved of any obligations to pay the City any amounts payable to the City under Paragraph 10 of this Agreement, except with respect to amounts earned by the City hereunder for any period prior to the date of termination but unpaid as of such date, which unpaid amounts shall be further subject to AC's express right of offset set forth in Paragraph 17D, if applicable.

18.

Most Favored Nations.

As provided earlier in this Agreement, it is the intent of AC to offer the Service provided to the City at the Airports hereunder to airports located in the United States. If, subsequent to the execution of this Agreement, AC enters into any agreement with any airport worldwide that provides for a service that is substantially improved over the Service provided to the City hereunder and AC is not specifically compensated for that improved Service by such airport, or that provides for a substantially more favorable formula for calculating payments to an airport than the formula established herein to calculate Percentage Payment amounts payable to the City hereunder, then, in that event, AC shall promptly notify the City of the other agreement and the City may elect to amend this Agreement to substitute the favorable services and/or formula for the corresponding provisions contained herein for so long as such terms are available to the other airport or until the end of the Term of this Agreement, whichever is earlier.

19.

Assignment; Subcontractors; Third Party Beneficiaries.

A. Assignments. Neither party hereto may assign any of its respective rights or obligations under this Agreement to a third party, in whole or in part, voluntarily or by operation of law (e.g., through a change in control of ownership, whether by merger, stock exchange or purchase, or a sale of all or substantially all of the assets), without the prior written consent of the other party, which consent shall not be unreasonably withheld.

B. Subcontractors and Employees. Notwithstanding the foregoing, the City expressly acknowledges AC's right to engage the services of one or more third parties to assist AC in the performance of its obligations and responsibilities hereunder; provided, however, that any such third parties performing functions at the Airport must meet any requirements imposed by the City on contractors providing similar services to the Airport, and by engaging any such third party, AC shall not be relieved of any obligation or representation hereunder. AC is responsible for the acts and omissions connected with the work and persons directly or indirectly employed, including subcontractors and their employees.

To the extent applicable, AC shall comply with the following provision and shall ensure that the following provision is inserted in all contracts entered

into with any contractors and any labor organization which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor, or services in connection with this Agreement:

Contractor shall comply with the provisions of 330 ILCS 55/0.01, et seq. (1992), which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works.

Also, to the extent applicable to work performed by AC hereunder, AC shall comply with, and shall ensure that its contractors comply with, the provisions of Section 2-92-320 of the Code which requires that of the total construction worker hours performed by a contractor in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by City residents.

C. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to confer upon or give to any person or entity other than the parties hereto, any rights or benefits or remedies under or by reason of this Agreement.

20.

Nondiscrimination; Affirmative Action; D.B.E. Goals.

AC acknowledges the City's obligation with respect to nondiscrimination and affirmative action in connection with services performed at the Airports. Accordingly, with respect to services to be performed by AC at the Airports, AC agrees, as follows:

- (i) AC, for itself, its personal representatives, successors in interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a condition of this Agreement that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the services under this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or disability, or because of race, color, religion, national origin, or ancestry.

- (ii) AC, for itself, its personal representatives, successors in interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a condition of this Agreement: (1) that no person on the grounds of race, color, age, sex, disability, religion, national origin, or ancestry, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Service provided hereunder; (2) that in the installation and maintenance of the Service Equipment, no person on the grounds of race, color, age, sex, disability, religion, national origin, or ancestry shall be excluded from participation therein or denied the benefits thereof, or otherwise be subjected to discrimination; and (3) that AC shall use the premises of the Airports provided herein and provide the Service in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (the "Federal Regulations"), Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said such Federal Regulations may be amended.
- (iii) In the event it has been conclusively and finally determined that AC has breached the nondiscrimination covenants contained in this Paragraph 20 pursuant to the complaint procedure, including the exercise of or expiration of appeal rights, contained in the applicable Federal Regulations, and AC fails to comply with the sanctions and/or remedies which have been prescribed, or if any breach or alleged breach by AC of this Paragraph 20 adversely affects or may adversely affect the City's operation of the Airports, or ability to operate under any state or federal requirements, the City shall have the right to terminate this Agreement pursuant to Paragraph 17E (ii) hereof.
- (iv) AC acknowledges that the provisions of 14 C.F.R. 152, Affirmative Action Employment programs, and 49 C.F.R. Part 23, Disadvantaged Business Enterprise programs, may be applicable to the activities of AC under the terms of this Agreement, and hereby agrees to comply therewith and take all affirmative actions required thereby, and to comply with all such related regulatory requirements of the City pertaining to Airport concessions as set forth and further described on Appendix II attached hereto and incorporated herein by this reference, and any regulations implemented by the Federal Aviation Administration or the U.S. Department of Transportation, which are applicable to the activities of AC hereunder, unless exempted as provided for by such regulations. These requirements may include, but not be limited to, compliance with Disadvantaged Business Enterprise, and/or

Employment Affirmative Action participation goals, and/or the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises, and the keeping of certain records of good faith compliance efforts, which would be subject to review by the appropriate governmental agencies, and the submission of various reports. In the event it has been conclusively and finally determined, in accordance with applicable regulations, that AC has defaulted in complying with the requirements of the Affirmative Action Plan and fails to comply with the sanctions and/or remedies then prescribed and after the exercise of or expiration of appeal rights, or if any breach or alleged breach by AC of this Paragraph 20 adversely affects or may adversely affect the City's operation of the Airports or the ability of the Airports to operate under any state or federal requirements, the City shall have the right, upon written notice to AC, to terminate this Agreement pursuant to Paragraph 17E (ii) hereof.

- (v) AC does hereby agree that it will include the above clauses in all subcontracts and cause subcontractors to similarly include clauses in further subcontracts.
- (vi) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958, as amended.

21.

Public Announcements.

The parties agree to use their respective best efforts to cooperate with each other regarding the timing and the content of any public releases, promotional materials, or other announcements related to this Agreement or the Service (to the extent the other party is referenced in such materials) prior to the issuance thereof; provided, however, that the Commissioner shall obtain AC's prior written consent if any such release or public announcement includes the trademark or service mark of AC or one of its affiliated entities.

22.

Quality Of Work.

A. City's Right to Do Work. No provision in this Agreement shall relieve AC of the responsibility for negligence, faulty materials or faulty work. AC shall, within twenty-four (24) hours of a verbal or written notice by the Commissioner, commence to perform any corrective work required by the Commissioner, unless the work to be performed interferes with a function of the Airport, in which case the Commissioner will assign the time the work is to be accomplished. If AC should neglect to perform the work properly in accordance with this Paragraph 22, the Commissioner, after twenty-four (24) hours verbal or written notice to AC may, without prejudice to any other remedy it may have, make good such deficiencies, and all such costs will be paid to the City by AC.

B. Safety. AC agrees to take all necessary safety precautions and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to where the installation work is being performed or the Services are being provided. The Commissioner may stop work if safety laws, or safe work practices, are not being observed.

23.

Property Damage.

A. Damage Caused by AC. AC agrees to be responsible for any and all damage to property belonging to the City and the City's lessees and licensees caused by an act or omission of AC, its agents, or employees. AC agrees to be responsible for repairing said damaged property and shall pay the costs therefor.

B. Damage or Destruction of Airport Premises. If all or a portion of the Approved A.C.S.I. Areas at the Airports are rendered inoperable for passenger boarding activities therein, AC shall be relieved of its obligations and the fees payable hereunder will abate with respect to the inoperable areas only until normal passenger boarding activities resume in those areas. If such normal operations do not resume within sixty (60) days, AC shall have the right to remove its Service Equipment located therein and the Commissioner shall use reasonable efforts to find a substitute location for such Service Equipment.

24.

Licenses.

AC agrees to possess and keep current all state and local licenses required for the services to be performed hereunder.

25.

Sponsor's Assurances.

This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government relating to the operation or maintenance of the Airports.

26.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to the principles of conflict of laws thereof).

27.

Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior understanding, oral or written between the parties.

28.

Modification.

Except as otherwise specifically provided for herein, this Agreement may be amended or modified only by a written agreement of AC and the City.

29.

Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless to so continue the Agreement would unjustly prejudice the parties hereto.

30.

Notices.

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) on the date delivered if delivered in person or by telecopy or telex; provided, however, that in the case of telecopy or telex, if transmission is received after 5:00 P.M. (receiver's time) on a business day or at any time on a non-business day, delivery shall be deemed to have occurred on the next business day and, provided further, that all telecopies and telexes shall also be deposited in the mail within twenty-four (24) hours after transmission, (ii) on the date delivered if delivered or by overnight courier (so long as the courier issues a receipt), or (iii) on the third (3rd) business day after it is mailed if mailed by registered or certified mail, postage prepaid, return receipt requested, and mailed in the United States to the respective parties, as follows:

If To AC: AC Holdings, Inc.
One CNN Center, Box 105366
Atlanta, Georgia 30348-5366
Attention: Blair Schmidt-Fellner,
Executive Vice President
Telecopy No.: (404) 827-4434

With A Copy To: Turner Broadcasting System, Inc.
One CNN Center, Box 105366
Atlanta, Georgia 30348-5366
Attention: General Counsel
Telecopy No.: (404) 827-1995

If To The City: Commissioner of Aviation, City of
Chicago
Department of Aviation
Avondale Centre, Room 3000
20 North Park Street
Chicago, Illinois 60602
Attention: Mr. David R. Mosena,
Commissioner of
Aviation
Telecopy No.: (312) 744-9624

or to such other persons' attention or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon actual receipt. For purposes of this provision, "business days" shall be defined as those days the City is open to conduct its official business.

31.

Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

32.

Waiver.

The failure of any party hereto at any time or times to enforce or to require strict compliance or performance by the other party of any provisions hereof, shall in no manner affect the right to enforce the same or to avail itself of such remedies as it may have for any breach thereof, and shall not constitute a future waiver of such provisions. No waiver by any party hereto of any condition, or of the breach of any term, provision, warranty, representation, agreement or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any other term, provision, warranty, representation, agreement or covenant herein contained.

33.

Force Majeure/Delay.

No party shall be responsible for delays in performance caused by acts of God or governmental authority, strikes or labor disputes, satellite failure or malfunction, electrical outage, equipment failure, fires or other loss of facilities, or any other cause, whether similar or dissimilar, beyond the reasonable control of that party. After any cessation resulting from an act within the scope of this Paragraph 33, the delayed party shall immediately tender any performance so delayed except to the extent it is otherwise excused from further performance by any express provision to the contrary contained herein.

34.

Cooperation; Further Assurances.

AC and the City each agree to perform their respective obligations hereunder and take, or cause to be performed or taken, all things necessary, proper, or advisable under applicable law to obtain and maintain all regulatory approvals and satisfy all conditions to permit the performance of

this Agreement in the manner contemplated hereby, and shall cooperate fully with the other party and its officers, directors, employees, agents, and other representatives in connection with the performance of all acts contemplated hereunder.

35.

Independent Contractors.

The parties hereto shall, for all purposes, be deemed to be independent contractors and in no event shall the parties hereto be deemed to be partners or coventurers.

36.

Headings.

The headings used in this Agreement are for convenience purposes only and are not intended to modify the terms of this Agreement.

37.

Timing.

Each party shall use all reasonable efforts to perform, or cause to be performed, all obligations required of that party hereunder within the time limits required under the Agreement, as applicable, or as requested from time to time by the other party. Time is of the essence of this Agreement.

38.

Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by

AC, or by any assignee or subcontractor, with any liability or expense of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

39.

Estoppel Certificate.

AC agrees that from time to time upon not less than thirty (30) days prior request by the City, AC will execute (and will cause each sublicensee to execute) an estoppel certificate certifying as to matters concerning the status of this Agreement and the parties' performance hereunder, including, but not limited to, the following matters: that this Agreement is unmodified and in full force and effect (or if modified, identifying the modifications); the date to which any fee and other charges have been paid and the amount of the most recent fees paid; that the City is not in default under any provision of this Agreement (or the nature of such default, in detail); that the City has completed all required improvements in accordance with the terms hereof and AC is in occupancy and paying fees on a current basis with no offsets or claims (or the nature of the offsets or claims, in detail).

40.

Airport Security Act.

This Agreement is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ("Airport Security Act"), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that AC, any individual employed by AC, or its subcontractors, in the performance of this Agreement, has: (i) unescorted access to secured areas located on or at the Airport; or (ii) capability to allow others to have unescorted access to such secured areas, AC shall be subject to, and further shall conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner or the F.A.A. may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, AC shall promptly report any information in accordance with those regulations

promulgated by the Secretary of the United States Department of Transportation and by the City. AC shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City, perform the Agreement in compliance with those guidelines developed by the City and the F.A.A. with the objective of maximum security enhancement. The drawings, plans, and specifications provided by AC under the Agreement shall comply with those guidelines for airport security developed by the City and the F.A.A. and in effect at the time of submittal thereof.

41.

Conflict Of Interest.

This Agreement is subject to, and AC shall comply with, all requirements of, and avoid engaging in any acts or conduct which would result in or entice any third party to commit a violation of Chapter 2-156 of the Code. No member of the governing body of the City or other unit of its government and no other official, officer, employee or agent of the City or other unit of its government shall have any personal, financial, or economic interest, direct or indirect in this Agreement or any subcontract resulting herefrom.

42.

MacBride Compliance.

AC acknowledges that the City seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland. In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if AC or any affiliated companies conduct any business operations in Northern Ireland, it is hereby required that AC and such affiliated companies shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

43.

Salaries.

Salaries of all employees of AC and its subcontractors performing services under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874, and Title 40 U.S.C., Section 276c). AC shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance of all subcontractors with such regulations and with the other requirements of this Paragraph 43, and shall be responsible for the submission of affidavits required thereunder, except as the United States Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

44.

Prevailing Wages.

To the extent applicable to any of the work to be performed by AC hereunder, AC shall comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and General Wage Decision No. IL 91-9, attached hereto as Schedule I and incorporated herein by this reference, and any successors thereto. If and to the extent appropriate, AC shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance of all subcontractors with the foregoing wage decisions and regulations.

45.

Compliance With The Americans With Disabilities Act.

A. Design Contracts. AC warrants that all design documents produced for the City under this Agreement shall comply with all federal, state and

local laws and regulations regarding accessibility standards for disabled or environmentally limited persons which apply to the City including, but not limited to the following: Americans with Disabilities Act, 42 U.S.C. Sec. 12101, et seq., as amended, and the Uniform Federal Accessibility Standards ("U.F.A.S."); or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1992) and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 4400.110. In the event that the above-cited standards are inconsistent, AC shall comply with the standard providing greater accessibility.

B. Construction Contracts. All construction or alteration undertaken by AC or its contractors under this Agreement shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons which apply to the City including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. Sec. 12101, et seq., as amended; and the Uniform Federal Accessibility Standards ("U.F.A.S.") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and the Illinois Environmental Barriers Act, Ill. Rev. Stat. Ch. 410 ILCS 25/1, et seq. (1992); and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. _____ and specifications and notify the City in the event that the plans and specifications are not in compliance with the above-referenced standards.

C. Commitment as to the Service Equipment and the Service. AC agrees that all television monitors installed by it at the Airports as part of the Exhibition Equipment will comply with the requirements of the Television Decoder Circuitry Act of 1990, effective July 1, 1993, and, accordingly, will have the ability to display closed-captioned transmissions. In addition, AC will use reasonable efforts to explore and consider from time to time the feasibility of providing captioned transmissions in a manner that is consistent with the corporate philosophy of its other affiliated programming services and networks with respect to this matter. AC further agrees to use reasonable efforts to provide programming on the Service that has a significant video component in an effort to provide the hearing-impaired with a meaningful service. As previously provided herein, AC will provide the City with the necessary Insertion Equipment to provide the City with the capability to insert video messages on the Service, which may be used to communicate critical passenger information to airport patrons in a video format, thereby providing the City with one means of paging the hearing-impaired. AC also plans to include a crawl on the Service that will appear at the bottom of the monitor screen from time to time and provide sports scores and information. AC will continue its efforts to make the Service more visual in nature throughout the Term of this Agreement.

46.

Steel Products.

AC shall comply with the following provision and shall ensure that the following provision is inserted in all contracts with an aggregate dollar value in excess of Ten Thousand Dollars (\$10,000) entered into with any contractors and any labor organizations which furnish skilled, unskilled and craft union labor or services in connection with AC's performance of work at the Airports:

This contract shall be subject to all provisions of the "Steel Products Procurement Act" (30 ILCS 565/1, et seq. (1992)), as it may be amended from time to time. Steel Products used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States.

For purposes of this Section "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

In Witness Whereof, The City and AC have executed this Agreement in Chicago, Illinois as of the date first above written.

AC Holdings, Inc.

By: _____
(Authorized Signature)

(Type or Print Name of Signatory)

Title: _____

Date: _____

City of Chicago

By: _____
Mayor

Comptroller

Recommended By: _____
Commissioner of Aviation

Approved As To Form And Legality:

Approved Corporation Counsel

[(Sub)Exhibit "B" attached to this Agreement printed on
page 35152 of this Journal.]

(Sub)Exhibit "A" and Appendices attached to this Agreement read as
follows:

(Sub)Exhibit "A".

*(To Airport Channel Programming Service
Standard Airport Agreement)*

Airport Channel Service Installation (A.C.S.I.) Areas,

Service Viewing Schedule

And

AC Operations Facility Or Facilities.

*[To be attached upon mutual agreement of the
Commissioner and AC]*

Required Service Viewing Schedule.

1. 5:00 A.M. (local time) -- 1:00 A.M. (local time).
2. Seven (7) days a week.

It is understood and agreed to between the parties that all necessary approvals for Approved A.C.S.I. Areas and for approval to install the Service Equipment and to make any subsequent additions and deletions within such Approved A.C.S.I. Areas shall be made in writing providing the details and any professional certifications reasonably required by the City and submitted by AC to the Commissioner, for approval within thirty (30) days of receipt of such request.

Appendix I.

*Certification Required By Illinois Criminal Code,
720ILCS 5/33E, And Under Illinois Municipal
Code, 65ILCS 5/8-10-1, Et Seq.*

[Required by Paragraph 1(B) (vii)]

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: A.C. Holdings, Inc.

Bidder/Proposer Address: One CNN Center

Box 105366

Atlanta, Georgia 30348-5366

Federal Employer I.D. Number: 58-1962760

or Social Security Number: _____

Instructions: For Use With A Non-Bid, Non-Professional Services Contract Funded By City, State Or Federal Funds Except U.S.D.O.T. Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (p. 1 -- 4), II (p. 4), III (p. 6), IV (p. 8) and VII (p. 10) which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section IX (p. 10). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Paul D. Beckham</u>	<u>Director and President</u>	<u>Steven W. Korn</u>	<u>Director, Vice President and Secretary</u>
<u>Blair Schmidt- Fellner</u>	<u>Executive Vice President</u>	<u>Deborah Lunn</u>	<u>Vice President</u>
<u>Jon Petrovich</u>	<u>Director and Vice-President</u>	<u>Alan Terry</u>	<u>Vice President -- Taxes</u>
<u>Randolph L. Booth</u>	<u>Director, Vice President and Treasurer</u>	<u>Robert Sauban</u>	<u>Assistant Secretary -- Taxes</u>
<u>Terence F. McGuirk</u>	<u>Director</u>	_____	_____
<u>Tom Johnson</u>	<u>Director</u>	_____	_____

d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Turner Private Networks, Inc.</u>	<u>One CNN Center</u>	<u>100 %</u>
_____	<u>Box 105366</u>	_____ %
_____	<u>Atlanta, GA 30348-5366</u>	_____ %
_____	_____	_____ %

e. Is the corporation owned partially or completely by one or more other corporations? Yes [x] No []

If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
N/A		%
		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Names Of Partners (Print or Type)	Percentage Interest
_____ N/A _____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Section 3.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [] No [x] If "No", complete items b and c of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

N/A

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

N/A

Section 4.

*Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

N/A

Section 5.

Not-For-Profit Corporations. N/A

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes [] No []
- c. Names of all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of the City of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business. N/A

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?
Yes: _____ No: x
- 2) How many persons are currently employed by bidder/proposer? _____
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: _____

If "Yes", list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? _____
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: x

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity¹ of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity¹ during a period of 3 years prior to the date of award of the subcontract:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

- c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1991, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five years prior to the date of submittal of this bid, proposal or response².
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1991, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General".

B. Subcontractor.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A1(a) or (b) of this certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by the Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity¹ or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A1 (a) or (b) of this Certification; or (b) of bid-rigging³, bid-rotating⁴ or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this Certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Certification.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1. BS-F Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above⁵.

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D1(a) above; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.
3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph D1 of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III(A)(2) of this Certification commits a Class 3 felony. Ill. Rev. Stat. 1989, Ch. 38, 33E-11(B). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action. Ill. Rev. Stat., Ch. 24, 11-42.1-1.

Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92, Section 2-92-320 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or

Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. Ill. Rev. Stat., 1991, Ch. 38, §33E-3.

4. For purposes of Section IIIA of this Certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1991, Chapter 38, §33E-4.

5. Chapter 24, §11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and

- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV.

Anti-Apartheid.

The Contractor certifies that the terms used in this Certification are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meanings in this affidavit as in the ordinance and regulations. In completing this Section IV, authorized signatory must, if appropriate, place his/her initials in brackets (A) and/or (B) below. If unable to certify as to the statements contained in (A) or (B) below, please contact the Department of Purchases, Contracts and Supplies for the City of Chicago.

- A. (BS-F) The Contractor certifies that neither it nor any of its affiliates does business in South Africa or with any public or private entity located in South Africa.
- B. (BS-F) Further, no goods to be provided to the City by the Contractor or by any of its subcontractors under the contract were principally manufactured, produced, assembled, grown or mined in South Africa.

In The Event That This Contract Is Funded In Whole Or In Part By Federal Funds, The Contractor Shall Comply With Sections V Through VII Below --
N/A.

V.

Certification Of Restriction On Lobbying.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding

of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This Certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

VI.

Certification Of Nonsegregated Facilities. N/A

- A. By submission of this proposal, bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this Certification is a violation of the Equal Opportunity clause in the contract.
- B. "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or

entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

- C. The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will: 1) Obtain identical certifications from proposed subcontractors before the award of subcontracts exceeding \$10,000 under which the subcontractor will be subject to the Equal Opportunity clause; 2) Retain the certifications in the files; and 3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

- D. Notice To Prospective Subcontractors Of Requirements For Certifications Of Nonsegregated Facilities.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certifications may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The Penalty For Making False Statements In Offers Is Prescribed In 18 U.S.C. 1001.

VII.

Equal Employment Opportunity. N/A

The Equal Employment Opportunity Regulations of the Secretary of Labor (Volume 33, Federal Register, Section 60-1.7(b)(1)) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

2. If answer to Number 1 is yes, have you filed with the Joint Reporting Committee, the Director of O.F.C.C., any federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

Yes

No

VIII.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, the Contractor shall comply with these certifications during the term of the Contract.

IX.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) E. Blair Schmidt-Fellner
Signature of Authorized Officer

F. Blair Schmidt-Fellner
Name of Authorized Officer (Print
or Type)

Executive Vice President
Title

(464) 827-1175
Telephone Number

State of Georgia

County of Fulton

Signed and sworn to before me this 15th day of June, 19 93
by F. Blair Schmidt-Fellner (Name)
as Executive Vice President
(Title) of A C Holdings, Inc. (Contractor).

J. M. Hews
Notary Public Signature

Notary Public, DeKalb County, Georgia
My commission expires February 10, 1995.

Turner Broadcasting System, Inc.

Section I.

For Profit Corporations.

- a. Incorporated in the State of Georgia
- b. Authorized to do business in the State of Illinois: Yes [] No [x]
- c. Names of all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>R.E. Turner</u>	<u>Chairman of the Board of Directors and President</u>	<u>R. E. Turner</u>	<u>Chairman of the Board of Directors and President of the Company</u>
			<u>Vice President -- Community Relations of the Company; Senior Vice President -- Player Development of Atlanta National League Baseball Club, Inc. (Atlanta Braves)</u>
<u>John M. Barbera</u>	<u>Vice President -- Broadcast Sales</u>	<u>Henry L. Aaron</u>	<u>President -- Near North National Group</u>
<u>Christian L. Becken</u>	<u>Vice President and Treasurer</u>	<u>William C. Bartholomay</u>	<u>Chairman of the Board and Chief Executive Officer -- American Television and Communications Corporation</u>
<u>Paul D. Beckham</u>	<u>Vice President -- Cable Sales</u>	<u>Joseph J. Collins</u>	<u>Chairman of the Board and Chief Executive Officer -- Home Box Office, Inc.</u>
<u>Randolph L. Booth*</u>	<u>Vice President Finance</u>	<u>Michael J. Fuchs</u>	

* Mr. Booth is resigning his position as Vice President -- Finance in order to begin an independent consulting firm specializing in mergers, acquisitions and financing. He will remain in his current position until a successor is named.

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>William S. Ghegan</u>	<u>Vice President, Controller and Chief Accounting Officer</u>	<u>W. Thomas Johnson</u>	<u>Vice President -- News of the Company, and President -- Cable News Network, Inc.</u>
<u>William H. Grumbles**</u>	<u>Vice President -- International Sales</u>	<u>Gerald M. Levin</u>	<u>Chairman of the Board of Directors, President and Chief Executive Officer -- Time Warner, Inc.</u>
<u>W. Thomas Johnson</u>	<u>Vice President -- News and a director</u>	<u>Rubye M. Lucas</u>	<u>Human Resources Administrator of the Company, President -- William D. Lucas Fund, Inc.</u>
<u>Steven W. Korn</u>	<u>Vice President, General Counsel and Secretary</u>	<u>John C. Malone</u>	<u>Director, President and Chief Executive Officer -- Tele- Communications, Inc.</u>
<u>Terence F. McGuirk</u>	<u>Executive Vice President and a director</u>	<u>Bob Magness</u>	<u>Chairman of the Board of Directors -- Tele-Communica- tions, Inc.</u>
<u>Scott M. Sassa</u>	<u>Vice President -- Entertainment Networks and a director</u>	<u>Terence F. McGuirk</u>	<u>Executive Vice President of the Company, President -- Turner Sports</u>

**William H. Grumbles and Julia W. Sprunt are married.

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>William M. Shaw</u>	Vice President -- <u>Administration</u>	<u>Timothy P. Neher</u>	Vice Chairman of the Board of Director -- <u>Continental Cablevision, Inc.</u>
<u>Julia W. Sprunt**</u>	Vice President -- Corporate Marketing and <u>Communications</u>	<u>Brian L. Roberts</u>	Director and President -- Comcast <u>Corporation</u>
		<u>Scott M. Sassa</u>	Vice President -- Entertainment Networks of the Company, President -- Turner Entertain- <u>ment Group</u>
		<u>Fred A. Vierra</u>	Executive Vice President -- Tele- Communications, <u>Inc.</u>

Corporate Headquarters
One CNN Center
Atlanta, Georgia 30303
(404) 827-1700

Outside Counsel
Troutman Sanders
5200 Nations Bank Plaza
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216

**William H. Grumbles and Julia W. Sprunt are married.

Independent Accountants
 Price Waterhouse
 50 Hurt Plaza
 Atlanta, Georgia 30303

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other corporations? Yes [] No []

If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
(See Attached Form 10K and Annual Report)	_____	_____ %
_____	_____	_____ %

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

[Form 10K and Annual Report attached to this Turner Broadcasters System, Inc. Contractors Affidavit on file and available for public inspection in the Office of the City Clerk..]

Turner Private Networks, Inc.

Section I.

For Profit Corporations.

a. Incorporated in the State of Georgia

b. Authorized to do business in the State of Illinois: Yes [] No [x]

c. Names of all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Paul D. Beckham</u>	Director and <u>President</u>	<u>Steven W. Korn</u>	Director, Vice President and Secretary

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Blair Schmidt- Fellner</u>	<u>Executive Vice President</u>	<u>Alan R. Terry</u>	<u>Vice President -- Taxes</u>
<u>Jon Petrovich</u>	<u>Director and Vice President</u>	<u>Robert Sauban</u>	<u>Assistant Secretary -- Taxes</u>
<u>Randolph L. Booth</u>	<u>Director, Vice President and Treasurer</u>	<u>Terence F. McGuirk</u>	<u>Director</u>
<u>Tom Johnson</u>	<u>Director</u>	_____	_____

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Turner Broadcasting System, Inc.</u>	<u>One CNN Center</u>	<u>100</u> %
_____	<u>Box 105366</u>	_____ %
_____	<u>Atlanta, GA 30348-5366</u>	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other corporations? Yes [] No []

If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares

equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Appendix II.

D.B.E. Goals.

**Special Conditions Regarding Disadvantaged
Business Enterprise Commitment.**

I. Commitment.

In accordance with the requirements of federal statutes and regulations and the City's Minority and Women Business Enterprise Ordinance (Section 2-92-420, et seq. of the Municipal Code of the City of Chicago) ("Ordinance"), it is the City's policy that disadvantaged business enterprises ("D.B.E.s"), as defined below, shall have the maximum opportunity practicable to participate in the operation of concessions under any concession license agreement entered into with the City in connection with its airports ("D.B.E. Concession Goal").

In addition to encouraging D.B.E. participation in operating concessions, the City has a further goal of encouraging D.B.E.s to participate in providing the goods, work and services AC may require in order to operate the concession ("Specific Concession Agreement D.B.E. Goal"). The Specific Concession Agreement D.B.E. Goal shall be thirty percent (30%) of all dollar amounts spent to furnish and install, operate and maintain the concession at the Airports.

II. General Provisions.

A. Definitions.

- (1) "Disadvantaged Business Enterprise" or "D.B.E." means a small business concern awarded certification as a business owned and controlled by socially and economically disadvantaged individuals in accordance with 49 C.F.R. Part 23 and the City Ordinance and relevant regulations.
- (2) "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans (as defined below) or women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. The Purchasing Agent shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Purchasing Agent also may determine, on a case-by-case basis, that individuals who are not members of one of the following groups are socially and economically disadvantaged:
 - a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

- d. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marinas;
 - e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan and Bangladesh; and
 - f. "Women".
- (3) "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of a certain sum over the previous three fiscal years, as adjusted periodically by the Secretary of Transportation for inflation.
- (4) "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Department of Purchases. The Directory identifies firms that have been certified as D.B.E.s and includes both the date of their last certification and the area of specialty in which they have been certified. Concessionaires are responsible for verifying the current certification status of all proposed D.B.E. firms.
- (5) "Area of Specialty" means the description of a D.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the D.B.E. firm's claimed specialty or expertise. Each D.B.E. letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's D.B.E. participation goal shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The Department of Purchases does not make any representation concerning the ability of any D.B.E. to perform work within its Area of Specialty. It is the responsibility of AC to determine the capability and capacity of D.B.E. firms to satisfactorily perform the work proposed.

- (6) "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between D.B.E. firm(s) and non-D.B.E. firm(s).

A joint venture is eligible for D.B.E. credit if the D.B.E. venturer(s) shares in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the D.B.E. ownership percentage.

B. Third Party Challenges To Eligibility Of D.B.E. Firm.

Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) Certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the City as a D.B.E.. The challenge shall be made in writing to the City, and shall include all information available to the challenging party relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged. The City will notify the challenged party of the statements and identity of the challenging party and may permit them to respond to the allegations, and will notify both parties in writing of the outcome. If the City determines first that there was not reasonable grounds presented in the challenge sufficient to justify an inquiry, then the City will notify the challenger that the proceedings are now terminated. During the pendency of any challenge, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

C. Joint Ventures.

Concessionaires may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work or airport business opportunities. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between a D.B.E. firm and a non-D.B.E. firm.

A Joint Venture Is Eligible To Be Counted Toward D.B.E. Goals If, And Only If, All Of The Following Requirements Are Satisfied:

- (1) the D.B.E. venturer(s) shares in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the joint venture in proportion with the D.B.E. ownership percentage;
- (2) the D.B.E. venturer(s) is responsible for a clearly defined portion of work to be performed or the business to be operated, in proportion with the D.B.E. ownership percentage;
- (3) in the case of work, the D.B.E. venturer(s) actually performs (with its own forces and using its own equipment) work equal to at least 50% of the value of its ownership of the joint venture. For example, if the D.B.E. is proposed as a 25% venturer on a \$1,000,000 contract (or subcontract) for work, the D.B.E. must, in addition to its other joint venture responsibilities, perform work equal to at least \$125,000 (or 50% of 25% of \$1,000,000); and
- (4) in the case of the operation of a business such as a concession, the D.B.E. venturer(s) actually performs the services or operates the business (with its own forces and its own supervising staff) to an extent commensurate with the value of its ownership of the joint venture. For example, if the D.B.E. is proposed as a 25% venturer in a concession business, the D.B.E. must, in addition to its other joint venture responsibilities, operate at least that much of the business as would constitute 25% of the business's gross revenues.

The Purchasing Agent will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Purchasing Agent shall consider the record of the joint venturers as joint venturers on City of Chicago contracts. The decision of the Purchasing Agent regarding the eligibility of the joint venture shall be final.

Note: Credit for participation by D.B.E.s in a joint venture with non-D.B.E.s does not require a minimum participation of 51% in venture ownership and control on the part of the D.B.E.. A junior ownership interest in the venture by the D.B.E. can be credited toward the Specific Concession Agreement D.B.E. Goal in a pro rata fashion, but not the D.B.E. Concession Goal.

D.B.E./non-D.B.E. joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to federal, state and City contract limitations restricting second tier subcontracting.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venturer must separately sign the proposal to the City.

III. Measuring D.B.E. Participation.

- (1) Where a D.B.E. is a contractor for work, goods or services and is determined to be eligible in accordance with these rules, except as provided below, the total dollar value of the contract awarded to the D.B.E. may be counted toward the Specific Concession Agreement D.B.E. Goal, except that AC may count only a portion of the total dollar value of a contract with a joint venture subcontractor eligible under the standards of these Special Conditions equal to the percentage of the ownership and control of the D.B.E. joint venturer.
- (2) Where AC contracts out for work, AC may count toward its Specific Concession Agreement D.B.E. Goal only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a concession and carries out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

Consistent with normal industry practices, a D.B.E. may enter into subcontracts. If a D.B.E. contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the D.B.E. shall be presumed not to be performing a commercially useful function. Evidence may be presented by the contractors involved to rebut this presumption.

- (3) AC may count toward its D.B.E. Goal only expenditures to firms that perform a commercially useful function in the work of the Agreement. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.

- (4) AC may count toward its D.B.E. goal sixty percent (60%) of its expenditures for materials and supplies required under the Agreement and obtained from a regular D.B.E. dealer, and one hundred percent (100%) of such expenditures to a D.B.E. manufacturer.

For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

- (5) AC may count toward its D.B.E. goal the following expenditures to D.B.E. firms that are not manufacturers or regular dealers:
1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the concession agreement, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required under the concession agreement, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

IV. Procedure To Determine D.B.E. Compliance.

The following Schedules and documents constitute AC's D.B.E. proposal, and must be submitted in accordance with the guidelines stated.

A. Schedule B: Affidavit of D.B.E./Non-D.B.E. Joint Venture.

Where the D.B.E. proposal includes the participation of any D.B.E. as a joint venturer prime or subcontractor, the proposers must submit, together with their proposal, a Schedule B: Affidavit of D.B.E./Non-D.B.E. Joint Venture with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement must clearly evidence that the D.B.E. venturer will be responsible for a clearly defined portion of the work to be performed or the concession(s) to be operated and that the D.B.E. firm's responsibilities are in proportion with their ownership percentage, as described under II(C) Joint Ventures. In order to demonstrate the D.B.E. venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement shall include specific details related to (i) the contributions of capital and equipment; (ii) work items or management services or concessions to be performed or operated by the D.B.E.'s own forces; (iii) work items, management services or concessions to be performed or operated under the supervision of the D.B.E. venturer; and (iv) the commitment of management, supervisory and operative personnel employed by the D.B.E. to be dedicated to the performance of the project.

The Schedule B, together with the joint venture agreement must, in addition, clearly evidence the commitment of the D.B.E. venturer to actually perform (with its own forces and equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture or to operate a concession business (with its own forces and supervisory staff) to an extent commensurate with the value of its ownership in the joint venture.

B. Schedule C: Letter of Intent to Perform as a Subcontractor Subconsultant, or Goods or Material Supplier.

A Schedule C, executed by the D.B.E. firm (or joint venture subcontractor) must be submitted by AC for each D.B.E. included on AC's Schedule D. Each Schedule C must accurately detail the work to be performed by the D.B.E. firm and the agreed rates and prices to be paid.

C. Letters of Certification.

A copy of each proposed D.B.E. firm's Letter of Certification from the City of Chicago must be submitted with the proposal.

All Letters of Certification issued by the City of Chicago include a statement of the D.B.E. firm's area of specialization. The D.B.E. firm's scope of work, as detailed by its Schedule C must conform to its stated area of specialization.

D. Schedule D: Affidavit of Prime Contractor Regarding D.B.E.s.

AC must submit a completed Schedule D committing them to the utilization of each listed D.B.E. firm. The total dollar commitment to proposed D.B.E. firms must at least equal the Specific Concession Agreement D.B.E. Goal.

All commitments made by AC's Schedule D must conform to those presented in the submitted Schedule Cs.

V. Reporting.

AC shall, within five working days of receiving the awarded concession agreement, execute a formal subcontract or purchase order with the D.B.E.s which were proposed all in accordance with the terms of AC's D.B.E. assurances, and shall promptly submit to the City at that time a copy of the D.B.E. subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the D.B.E..

During the term of the Agreement, AC shall submit partial and final waivers of lien, where appropriate, from D.B.E. subcontractors which are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date.

AC shall file regular D.B.E. utilization reports, on Purchases Form D.B.E. Status -- 1 entitled "Status Report of D.B.E. (Sub)Contract Payments". AC shall present the notarized D.B.E. status form executed to reflect the current status of effective and projected payments to D.B.E.s. AC shall submit

monthly reports during any period when equipment is being installed. Otherwise, reporting shall be done on a quarterly basis.

VI. D.B.E. Substitutions And Waivers Of Goals.

A. Arbitrary changes by AC of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved D.B.E. sub-agreement, AC shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the D.B.E., nor decrease the price to or the level of participation of the D.B.E., without in each instance receiving the prior written approval of the City. In some cases, however, it may become necessary to substitute a new D.B.E. in order actually to fulfill the D.B.E. requirements. In such cases, the City must be given reasons justifying the release by the City of prior specific D.B.E. commitments established in AC's D.B.E. proposal, and will need to review the eligibility of the D.B.E. presented as a substitute. The substitution procedure will be as follows:

- (1) AC must notify the Purchasing Agent immediately in writing of an apparent necessity to reduce or terminate a D.B.E. subcontract or joint venture and to propose a substitute firm for some phase of the operation or the work, goods or services, if needed, in order to sustain the fulfillment of the D.B.E. Concession Goal or the Specific Concession Agreement D.B.E. Goal.
- (2) AC's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: A previously committed D.B.E. was found not to be able to perform, or not to be able to perform on time; a committed D.B.E. was found not to be able to produce acceptable work; a committed D.B.E. was discovered later to be not bona fide; a D.B.E. previously committed at a given price later demands an unreasonable escalation of price.

AC's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will Not be acceptable include: a replacement firm has been recruited to perform the same work under terms more advantageous to AC; issues about performance by the committed D.B.E. were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and a D.B.E. has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- (3) AC's notification should include the name, address, and principal official of any proposed substitute D.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same D.B.E. affidavits, documents, and Letter of Intent which are required of bidders, as enumerated above in Section IV. Procedure to Determine Bid/Proposal Compliance.
- (4) The City will evaluate the submitted documentation, and respond within fifteen working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.
- (5) Actual substitution of a replacement D.B.E. should not be made before City approval is given of the acceptability of the substitute D.B.E.. A subcontract with the substitute D.B.E. must be executed within five working days, and a copy of the D.B.E. subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

B. After award of a concession, no relief of the D.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the D.B.E. requirements of this agreement must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by AC to locate specific firms, solicit D.B.E. bids, seek assistance from technical assistance agencies, etc..

C. In a case where an enterprise under contract was previously considered to be a D.B.E. but is later found not to be, or whose work is found not to be creditable toward D.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

1. Whether AC was reasonable in believing the enterprise was a D.B.E. or that eligibility or "counting" standards were not being violated.
2. The adequacy of unsuccessful efforts taken to obtain a substitute D.B.E..

D. The Purchasing Agent solely will determine grants of waiver and all matters of D.B.E. compliance.

VII. Non-Compliance And Damages.

The following constitute a material breach of any concession agreement entered into of which these special conditions form a part and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the agreement, at law or in equity:

1. Failure to satisfy the D.B.E. percentages required by the concession agreement; and
2. AC, joint venturer or subcontractor is disqualified as a D.B.E., such status was a factor in concession award, and was misrepresented by AC.

In the event that AC is determined not to have been involved in any misrepresentation of the status of the disqualified joint venturer or subcontractor or supplier, AC shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified D.B.E. as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to AC, if any, may be withheld until corrective action is taken.

In the event AC has not complied with the contractual D.B.E. percentages, underutilization of identified D.B.E.s shall entitle the affected D.B.E.s to recover from AC damages suffered by these D.B.E.s as a result of such underutilization. Therefore, AC hereby agrees that any disputes between AC and such affected D.B.E.s regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing D.B.E. in accordance with applicable City regulations. This provision is intended for the benefit of any D.B.E. affected by underutilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Purchasing Agent, notification of a dispute by the affected D.B.E. or AC may lead to the withholding of sums that the City may owe AC until the City receives a copy of the final arbitration decision, but in no event shall AC be excused from making any payments due to the City during the pendency of a dispute.

VIII. Record Keeping.

AC shall maintain records of all relevant data with respect to the utilization of D.B.E.s, retaining these records for a period of at least three years after termination or expiration of the concession agreement. AC grants full access to these records to the City of Chicago, federal or state

authorities, the U. S. Department of Justice, or any duly authorized representatives thereof.

IX. Equal Employment Opportunity.

Compliance with D.B.E. requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in the concession agreement and as they relate to AC and subcontractor obligations.

D.B.E. Participation Proposal

CNN Airport Channel

City Of Chicago

O'Hare International Airport And Midway Airport.

Encouraging participation by D.B.E. contractors in the installation and maintenance of The Airport Channel (the "Service") is a top priority for AC Holdings, Inc. There are numerous facets of the installation which allow for such participation. The following is an outline of planned D.B.E. participation for each major component of the project. This outline is provided in addition to the information provided in Schedules C-1 and D-1 enclosed with the contract.

General Construction Contractors.

There will be a significant amount of construction skill required to implement the Service. Each of the Approved Airport Channel Service Installation (A.C.S.I.) Areas will include one or more ceiling mounted monitors and support equipment. The general contractor will be required to mount these enclosures to the structure and provide ceiling fit and finish work. Additionally, the general contractor will be responsible for subcontracting a certified electrical firm for related work. It is essential that one general contractor be responsible for coordination of all work in each A.C.S.I. installation area.

To promote D.B.E. participation in the effort, we have contacted only certified D.B.E. construction firms to solicit their participation pending contract approval. As a result of this solicitation, the two contractors proposed for participation in the initial installation are Northwest

Contractors for work in Terminal One and Ornelas Construction for work in Terminal Three. An executed Schedule C-1 and current City of Chicago D.B.E. certification letter have been received from each proposed contractor and are included with the contract submittal as required.

Electrical Contractors.

Electrical installation skills comprise the other large portion of services required to implement the Service. For each of the Approved A.C.S.I. Areas, the electrical contractor will be required to install electrical power service and pull coaxial cable drops to the existing City broadband system at O'Hare and to the newly installed Airport Channel broadband system at Midway. All electrical and signal cable will be installed in conduit as mandated by City code.

To foster D.B.E. participation in this effort, we have asked our D.B.E. general contractors to contact certified D.B.E. electrical contractors to solicit their participation pending contract approval. In the case of Terminal One installations, Northwest Contractors will be required to hire the services of a certified D.B.E. electrical subcontractor. All future Approved A.C.S.I. Areas will also be installed by certified D.B.E. firms under a similar arrangement. The only proposed exception to participation by a D.B.E. electrical subcontractor will take place in Terminal Three during the initial construction stage. American Airlines is currently renovating their F.I.D.S. system and has a non-D.B.E. electrical contractor, A.C. Skon Company, under contract and mobilized on site. American has indicated its preference for us to use their existing contractor to minimize service disruptions and allow for an expeditious installation. Skon is performing a scope of work for American similar to that required for The Airport Channel installation in all of the Terminal Three areas where we have requested A.C.S.I. installation approval. Be advised that all of the construction related work in those areas will be performed by a D.B.E. contractor, Ornelas Construction, who is also the general contractor working with Skon on the American F.I.D.S. project. Therefore, for the initial Airport Channel installations in American Airlines' areas, Airport Channel will contract all installation work to Ornelas Construction. Ornelas will serve as the general contractor and directly subcontract A.C. Skon for electrical services.

Equipment.

The equipment specified for installation in The Airport Channel service will be delivered to Chicago from AC Holdings offices in Atlanta. All equipment is provided at the direct expense of AC Holdings with no City monies involved. It is not possible for AC Holdings to purchase equipment locally because of existing inventory, purchase agreements, and proprietary

equipment that are necessary to provide uniform service installations throughout the nation's airport system.

AC Holdings has previously negotiated volume purchase agreements for equipment with select manufacturers. These agreements cover the major components such as televisions, speakers, satellite antennas, and broadband distribution equipment. As a result of these agreements, AC Holdings has a quantity of equipment already in inventory. Further, these agreements require that the projected volume commitments are met. Procurement of equipment through the local market would be cost prohibitive and would conflict with our existing obligation and efforts to provide a service that is uniform in terms of quality on a national level.

Other items of equipment installed in the service are manufactured specifically for Airport Channel and some are proprietary in nature. The television enclosures are manufactured to our specification in Atlanta. As with the standard equipment, the manufacturer of these enclosures has committed to volume pricing and has geared-up for large scale, system wide production. The paging system interfaces deployed for the service are custom designed, proprietary devices.

Be advised that all equipment required in support of the installation will be procured by the D.B.E. sub-contractors. This will include cable, electrical materials, and general construction materials.

Service And Maintenance.

The service and maintenance of Airport Channel installations is normally performed by one full-time technician based in the local area.

At O'Hare, the City of Chicago has a unique opportunity related to the newly installed City-owned broadband system. Airport Channel has proposed to assist the City in the selection of a local firm to maintain the broadband system and support the Airport Channel installation. This firm would have shared responsibility to both the City and the Airport Channel and be compensated by both parties. Given the complexity of the required scope of work, the services of a professional services firm are preferred to identifying and training a dedicated staff member.

At Midway, the maintenance of the Airport Channel installations can be handled by one technician. Pending the selection of a qualified service firm for O'Hare, it would be beneficial to have this same firm provide this technician to perform technical assurance at Midway.

At this time, no efforts have been made to search for qualified firms as the details of the proposal are being finalized. Upon acceptance, it would be preferable to contract a D.B.E. firm for this service and qualified firms will be solicited at that time.

Commercial Insertion Equipment.

As with the service installation equipment, the commercial insertion and text insertion equipment will be supplied directly from Atlanta. This is necessary due to existing inventory and direct purchase agreements.

However, the commercial insertion system will provide a number of service opportunities for D.B.E. participation, specifically:

- System Operation and Maintenance;
- Sale of Advertising Time.

The operation and maintenance of this equipment may potentially be supported by the same firm selected for maintaining the Airport Channel and City broadband systems. Pending the outcome of that selection process, either the selected firm or another qualified D.B.E. firm will be solicited to handle this task.

The City will be responsible for local advertising and program content. If the City elects to solicit local advertising for inclusion on the service, it may be appropriate to contract a D.B.E. advertising agency to sell the advertising. As the local programming and sale of related advertisement is the responsibility of the City, it should have no bearing on Airport Channel's efforts to meet D.B.E. compliance.

Future Installations.

All work required for future installations in other areas of O'Hare and at Midway will be treated in a similar manner to those outlined in this proposal to assure equal D.B.E. participation. AC Holdings will utilize D.B.E. contractors for local installation work wherever practical to do so. Any usage of non-D.B.E. contractors beyond those areas outlined above would require written approval of the Purchasing Agent.

AC Holdings has made a significant effort to comply with the City of Chicago's D.B.E. participation policies. Historically, AC Holdings has exceeded local D.B.E. goals by a substantial margin. We welcome the opportunity to support this program in Chicago and share the benefits of the installation with the community.

*Airport Channel**Chicago D.B.E. Participation Forecast.*

Based upon forty initial A.C.S.I. service installations.

Local Equipment And Service	D.B.E. Amount	%	Non-D.B.E. Amount	%	Justification
Antenna (TVRO) and Headend Installation:					
Equipment			\$5,000.00	2%	Proprietary/Direct Purchase
TVRO Installation			\$2,000.00	1%	Specialized Service
Electrical/ Mechanical Support Work	\$2,000.00	1%			
Initial Service Installations (A.C.S.I.s):					
Equipment (\$2,500 per A.C.S.I.)			\$100,000.00	43%	Proprietary/Direct Purchase
General Construction (est. \$1,000 per A.C.S.I.)	\$40,000.00	17%			
Electrical (est. \$1,000 per A.C.S.I.)	\$40,000.00	17%			
Service and Maintenance (annual):	\$30,000.00	13%			

7/14/93

REPORTS OF COMMITTEES

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Local Equipment And Service	D.B.E.		Non-D.B.E.		Justification
	Amount	%	Amount	%	
Video and Text Insertion:					
Equipment			\$15,000.00	6%	Proprietary/ Direct Purchase
Projected Totals:	\$112,000.00	48%	\$122,000.00	52%	

Notes:

- 1) The costs offered herein are estimated projections based upon current research. Final pricing will be negotiated with subcontractors prior to authorization of work and will be duly reported to the Purchasing Agent in the form of the D.B.E. participation report.
- 2) Future installations will increase the A.C.S.I. installation portion of this forecast by amounts similar to those outlined.
- 3) The City will be responsible for operation of the Video and Text insertion equipment and subsequent D.B.E. participation.

Schedule C-1.

*Letter Of Intent From D.B.E. To Perform
As Subconsultant/Subcontractor/Supplier.*

Name of Project: CNN Airport Channel

From: Ornelas Construction, Inc.
(Name of D.B.E. Firm)

To: AC Holdings, Inc. and the City of Chicago:
(Name of Prime Consultant/Contractor)

The D.B.E. status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago dated March 17, 1993.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract.

General Construction Services

Electrical Installation Services

The above described performance is offered for the following price and described terms of payment:

Final pricing to be determined after City approval of installation locations will allow for determination of final scope required.

Estimated value of services for initial installation: \$40,000.

If more space is needed to fully describe the D.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant/Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

(Signed) Michael W. Rominger
(Signature of President, Owner or
Authorized Agent)

Michael W. Rominger, V. P. Operations
Name/Title (Print)

June 11, 1993
Date

(312) 686-3955
Phone

Mr. Jaime Ornelas, President
Ornelas Construction, Inc.
11744 South Western Avenue
Chicago, Illinois 60643

Dear Mr. Ornelas:

We are in receipt of your application to the City of Chicago for recertification as a Disadvantaged Business Enterprise/Minority Business Enterprise (D.B.E./M.B.E.). This application was made in the format of a Schedule A-2: Affidavit of Disadvantaged Business Enterprise, Minority Business Enterprise or Women's Business Enterprise (D.B.E./M.B.E./W.B.E.).

The result of our review of your application is that Ornelas Construction, Inc. is recertified as a D.B.E./M.B.E. eligible to fulfill D.B.E./M.B.E. requirements on City contracts. Your firm is recertified as of April 1, 1993 for a period of one (1) year. It is the obligation of your firm to apply for recertification no later than the end of the tenth (10th) calendar month following the effective date of your certification.

Your firm will be listed in the next edition of the City's Disadvantaged Business Enterprise/Minority Business Enterprise/Women's Business Enterprise Directory. Your specialty will be listed as:

Construction: Mechanical, Contractor and Construction Services.

Your participation on City contracts will only be credited toward D.B.E./M.B.E. goals in your area of specialty. Credit for participation in other areas requires an expansion of your current recertification. Requests for expansion of recertification must be submitted to this office along with all documentation necessary to establish a justification for such expansion.

It is the obligation of Ornelas Construction, Inc. to promptly notify Carnice Carey, Director of Certification, in writing, if there are any changes in ownership and/or control of your firm. The City reserves the right to commence actions to decertify your firm if this notification is not made. Recertification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

(Signed) _____

Diane E. Minor,
Contract Compliance
Administrator

Schedule C-1.

Letter Of Intent From D.B.E. To Perform

As Subconsultant/Subcontractor/Supplier.

Name of Project: CNN Airport Channel

From: Northwest Contractors, Inc.
(Name of D.B.E. Firm)

To: AC Holdings, Inc. and the City of Chicago:
(Name of Prime Consultant/Contractor)

The D.B.E. status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago, dated March 5, 1993.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

General Construction Services

Electrical Installation Services

(Note:) All electrical services will be subcontracted to currently certified D.B.E. electrical subcontractors.

The above described performance is offered for the following price and described terms of payment:

Final pricing to be determined after City approval of installation locations will allow for determination of final scope of services required.

Estimated value of services for initial installation: \$40,000.

If more space is needed to fully describe the D.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant/Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

Miles T. Ackmann
Signature of President, Owner or
Authorized Agent

Miles T. Ackmann, Vice President
Name/Title (Print)

June 14, 1993

Date

(708) 695-5100

Phone

Mr. Joseph A. Mojica, President
Northwest Contractors, Inc.
609 East Chicago Street
Elgin, Illinois 60120

Dear Mr. Mojica:

We are in receipt of your application to the City of Chicago for recertification as a Disadvantaged Business Enterprise/Minority Business Enterprise (D.B.E./M.B.E.). This application was made in the format of a Schedule A-2: Affidavit of Disadvantaged Business Enterprise, Minority Business Enterprise or Women's Business Enterprise (D.B.E./M.B.E./W.B.E.).

The result of our review of your application is that Northwest Contractors, Inc. is recertified as a D.B.E./M.B.E. eligible to fulfill D.B.E./M.B.E. requirements on City contracts. Your firm is recertified as of March 1, 1993 for a period of one (1) year. It is the obligation of your firm to apply for recertification no later than the end of the tenth (10th) calendar month following the effective date of your certification.

Your firm will be listed in the next edition of the City's Disadvantaged Business Enterprise/Minority Business Enterprise/Women's Business Enterprise Directory. Your specialty will be listed as:

Construction: Construction Managers, General Contractor and Intrastate Trucking.

Your participation on City contracts will only be credited toward D.B.E./M.B.E. goals in your area of specialty. Credit for participation in other areas requires an expansion of your current recertification. Requests for expansion of recertification must be submitted to this office along with all documentation necessary to establish a justification for such expansion.

It is the obligation of Northwest Contractors, Inc. to promptly notify Carnice Carey, Director of Certification, in writing, if there are any changes in ownership and/or control of your firm. The City reserves the right to commence actions to decertify your firm if this notification is not made. Recertification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

(Signed) _____

Diane E. Minor,
Contract Compliance
Administrator

Schedule D-1.

Affidavit Of D.B.E. Goal Implementation Plan.

Project Name: CNN Airport Channel

State of Georgia

County (City) of Fulton

I Hereby Declare And Affirm, that I am duly authorized representative of:

AC Holdings, Inc.

(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the D.B.E. goal of this contract.

All D.B.E. firms included in this plan have been certified as such by the City of Chicago (Letters of Certification attached).

- I. D.B.E. Prime Consultant/Contractor. If prime consultant is a certified D.B.E. firm, attach copy of City of Chicago Letter of Certification.

- II. D.B.E.s as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified D.B.E.s, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the D.B.E. firm(s) and its ownership interest in the joint venture.
- III. D.B.E. Subconsultants. Complete for each D.B.E. subconsultant/subcontractor/supplier.

1. Name of D.B.E.: Ornelas Construction, Inc.
Address: 11744 S. Western Ave., Chicago, IL 60643
Contact Person: Mike Rominger Phone: (312) 238-8883
Dollar Amount of Participation: \$ 42,000.00 (est.) Percent of Participation: 18 %.
2. Name of D.B.E.: Northwest Contractors, Inc.
Address: 609 E. Chicago Street, Elgin, IL 60120
Contact Person: Miles Ackmann Phone: (708) 695-5100
Dollar Amount of Participation: \$ 40,000.00 (est.) Percent of Participation: 17 %.
3. Name of D.B.E.: TBD (Shared Service and Maintenance Firm)
Address: TBD
Contact Person: _____ Phone: _____
Dollar Amount of Participation: \$ 30,000.00 Percent of Participation: 13 %.
4. Attach additional sheets as needed.

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

(Seal)

Signature of Notary Public

Schedule I.

General Wage Decision No. IL91-9.

Supersedes General Wage Decision No. IL90-9.

State: Illinois

County(ies): Cook

Construction Type: Building, Residential, Heavy and Highway

Construction Description: Building, Residential, Heavy and Highway Projects

Modification Record:

No.	Publication Date	Page No.(s)*
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14	August 14, 1992	155

* Page numbers reflect original draft of this document and do not correspond to the Journal of Proceedings of July 14, 1993.

	Basic Hourly Rates	Fringe Benefits
Asbestos Workers:	21.50	7.38
Hazardous Material Handlers (includes preparing, wetting, stripping, removing, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	9.20	4.41
Boilermakers	23.55	6.41 + 5%
Bricklayers:		
Bricklayers, Stone Masons	22.03	4.26
Caulkers, Cleansers and Pointers	21.10	4.30
Carpenters:		
Carpenters, Lathers, Millwrights, Piledrivermen and Soft Floor Layers	21.65	4.68
Residential Carpenters (excluding structures with elevators and structures over three and one half stories)	21.15	4.68
Cement Masons	20.75	5.38
Electricians	21.65	7.07
Elevator Constructors:		
Mechanics	22.59	5.22 + a + b
Helpers	15.81	5.22 + a + b
Probationary Helpers	11.295	

	Basic Hourly Rates	Fringe Benefits
Glaziers	21.75	5.86
Ironworkers:		
Structural and Reinforcing	20.59	10.69
Ornamental	21.61	7.39
Riggers and Machine Movers	16.70	11.17
Fence Erectors	21.65	7.22
Metal Fence Erectors	16.44	5.79
Sheeter	20.84	10.69
Master Rigger	18.45	11.17
Laborers (Wrecking):		
Total demolition or dismantling of buildings and all structures in their entirety:		
Total Demolition Laborers	12.45	3.62
Burners, Wallmen, Power Tool and Equipment Operators	12.95	3.62
Wrecking (Demolition) Interior or Strip Out Work -- Building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling or repairing:		
Interior Laborers	18.75	3.62

	Basic Hourly Rates	Fringe Benefits
Laborers (Building and Residential):		
Group 1	18.75	3.62
Group 2	18.825	3.62
Group 3	18.85	3.62
Group 4	18.90	3.62
Group 5	18.95	3.62
Group 6	18.975	3.62
Group 7	19.075	3.62
Group 8	19.10	3.62
Group 9	19.20	3.62
Group 10	19.325	3.62
Group 11	19.75	3.62

Laborers (Heaving and Highway):

Group 1	18.75	3.62
Group 2	18.825	3.62
Group 3	18.90	3.62
Group 4	19.025	3.62
Group 5	19.75	3.62

	Basic Hourly Rates	Fringe Benefits
Laborers (Sewer and Tunnel):		
Group 1	18.75	3.62
Group 2	18.875	3.62
Group 3	18.975	3.62
Group 4	19.10	3.62
Group 5	19.75	3.62
Line Construction:		
Lineman, Equipment Operator	21.40	29%
Groundman	16.40	29%
Marble Setters	21.68	4.05
Marble Setter Finishers	17.38	3.25
Painters:		
Brush, Decorator and Paperhanger	21.20	4.33
Taper	21.20	4.35
Pipefitters; Steamfitters	23.80	4.97
Plasterers	21.65	4.35

	Basic Hourly Rates	Fringe Benefits
Plumbers:		
Plumbers	23.52	6.66
*Power Equipment Operators:		
Building and Residential Construction		
Group 1	24.60 + c	6.85
Group 2	23.20 + c	6.85
Group 3	21.65 + c	6.85
Group 4	19.90 + c	6.85
Sewer, Heavy and Highway Construction:		
Group 1	22.90	6.72 + c
Group 2	22.35	6.72 + c
Group 3	21.20	6.72 + c
Group 4	19.80	6.72 + c
Group 5	18.60	6.72 + c
*Roofers	22.18	3.52

	Basic Hourly Rates	Fringe Benefits
Sheet Metal Workers:		
Commercial Building (excluding residential aluminum gutter work)	23.15	5.23
Residential Aluminum Gutter	9.85	5.23
Sprinkler Fitters	22.00	5.80
Terrazzo Workers	20.30	3.65
Terrazzo Worker Finishers	16.98	3.34
Terrazzo Base Machine	15.38	3.34
Tile Setter	20.00	4.03
Tile Setter Finisher	17.50	2.95
Traffic Safety Workers:		
Encompasses the installation and servicing of traffic safety devices during periods of highway construction, including such work as the set-up and maintenance of barricades, drums, cones, delineators, signs, and other such items, as well as the layout and application of temporary tape used to control traffic in construction zones.	12.79	1.10
Truck Drivers:		
Building and Residential		
2 -- 3 Axles	18.925	d, e, f
4 Axles	19.175	d, e, f

	Basic Hourly Rates	Fringe Benefits
5 Axles	19.375	d, e, f
6 Axles	19.575	d, e, f
Heavy and Highway		
2 -- 3 Axles	18.05	3.70 e, f
4 Axles	18.30	3.70 e, f
5 Axles	18.50	3.70 e, f
6 Axles	18.70	3.70 e, f

Welders -- Receive rate for craft to which welding is incidental.

Laborers Classifications (Building and Residential):

Group 1 -- Construction; Plasterers' Tenders; Pumps for Dewatering and other Unclassified Laborers.

Group 2 -- Cement Gun.

Group 3 -- Chimney over 40 feet; Scaffold.

Group 4 -- Cement Gun Nozzle (Gunitite).

Group 5 -- Stone Derrickmen and Handlers.

Group 6 -- Jackhammermen; and Power Driven Concrete Saws and Other Power Equipment.

Group 7 -- Firebrick and Boiler Setters.

Group 8 -- Chimney on Firebrick; Caisson Diggers; and Well Point System Men.

Group 9 -- Boiler Setter Plastic.

Group 10 -- Jackhammermen on Firebrick.

Group 11 -- Dosimeter (any device) monitoring Nuclear Exposure, Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers and Lead Base Paint Abatement and Removal Laborers.

Laborers Classifications (Heavy and Highway):

Group 1 -- Construction; Tenders; Material Expeditor (asphalt plant); Street Paving, Grade Separation, Sidewalk, Curb and Gutter, Strippers and all laborers not otherwise mentioned.

Group 2 -- Asphalt Tampers and Smoothers; Cement Gun.

Group 3 -- Cement Gun Nozzle (laborers) Gunite.

Group 4 -- Rakers and Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drum-Men; Jackhammermen (asphalt); Paintmen; Mitre Box Spreaders; Laborers on Birch; Overman and Similar Spreader Equipment; Laborers on Apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammermen (concrete); Power Driven Concrete Saws; other power equipment.

*Group 5 -- Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers; Dosimeter (any service) monitoring Nuclear Exposure and Lead Base Paint Abatement and Removal Laborers.

***Laborers Classifications (Sewer and Tunnel):**

Group 1 -- Top Laborers; Signalmen and all laborers not otherwise mentioned.

Group 2 -- Concrete Laborers; Steel Setters.

Group 3 -- Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

Group 4 -- Air Trac Drill Operations; Bottom Men; Bracers-bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen.

*Group 5 -- Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers; Dosimeter (any device) monitoring Nuclear Exposure and Lead Base Paint Abatement Removal Laborers.

Power Equipment Operators:

Building And Residential Construction.

Group 1 -- Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver, over 27E cubic feet; Concrete Paver, 27E cubic feet and under; Concrete Placer; Concrete Pump (truck mounted); Concrete Tower; Cranes; Cranes, Hammerhead; Crater Crane; Crusher, Stone, et cetera; Derricks; Derricks, Traveling; Formless Curb and Gutter Machine; Grade, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2½ yards and over; Hoists, Elevators, Outside Type Rack and Pinion and Similar Machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotive; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Crates Dual Ram; Pump Crates; Squeeze Crates -- Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill (truck mounted); Roto Mill Grinder (36 inches and over); Roto Mill Grinder (less than 36 inches); Scoops-Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines.

Group 2 -- Bobcat (over ¾ cubic yard); Boiler; Brick Forklift; Broom, Power Propelled; Bulldozers; Concrete Mixer (two bags and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders, under 2½ yards; Hoists, Automatic; Hoists, Inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rollers; Steam Generators; Tractors; Tractor Drawn

Vibratory Roller (receives an additional \$.50 per hour); and Winch Trucks with "A" Frame.

Group 3 -- Air Compressor -- small 150 and under (1 to 5 not to exceed a total of 300 feet); Air Compressor -- large over 150; Combination-Small Equipment Operator; Generator -- small 50 Kilowatts and under; Generator -- large over 50 Kilowatts; Heaters, Mechanical; Hoists, Inside Elevators (rheostat manual controlled); Hydraulic Power Units (pile driving and extracting); Pumps over 3 inches (1 to 3 not to exceed a total of 300 feet); Pumps, Well Points; Welding Machines (2 through 5); Winches; 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cubic yard) and Brick Forklift.

Group 4 -- Oilers; Hoists; Inside Elevators (pushbutton with automatic doors).

Sewer, Heavy And Highway Construction.

Group 1 -- Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Spreader; Autograder; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front End-Loader Machine (1 cubic yard backhoe bucket or over or with attachment); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cubic feet; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Crater Crane; Crusher, Stone, et cetera; Derricks; Derrick Boats; Derricks, Traveling; Dredges; Field Mechanic -- Welder; Formless Curb and Gutter Machine; Gradeall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Locomotive; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Crates Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill -- Truck Mounted; Roto Mill Grinder (36 inches and over); Roto Mill Grinder (less than 36 inches); Slip-Form Paver; Soil Test Drill Rig (truck mounted); Straddle Buggies; Hydraulic Telescoping form (tunnel); Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with Attach Pusher; Tractor with Boom; Tractaire with attachment; Trenching Machine; Truck Mounted Concrete Pump with Boom; Underground Boring and/or Mining Machines under 5 feet; Wheel Excavator; and Widener (Apsco); Raised or Lind Hole Drill.

Group 2 -- Batch Plant; Bituminous Mixer; Bobcats (over 3/4 cubic yard); Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cubic yard backhoe bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cubic feet; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine -- Concrete; Greaser Engine; Highlift Shovels or Front Endloader; Hoist -- Sewer Dragging Machine; Hydraulic Boom Trucks (all attachments); Locomotives, Dinkey; Pump Crates: Squeeze Crates -- Screw Type Pumps; Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, et cetera, Self-propelled; Scoops -- Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone, et cetera; Scraper; Scraper -- Prime Mover in tandem (add \$1.00 to Class 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, et cetera; and Tug Boats.

Group 3 -- Boilers; Brooms, all Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (two bag and over); Conveyor, Portable; Farm-type Tractors used for mowing, seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete, power driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Truck with "A" Frame; Work Boats; and Tamper-Form-Motor Driven.

Group 4 -- Air Compressor -- small 170 and under (1 to 5 not to exceed a total of 300 feet); Air Compressor -- large over 170; Asphalt Spreader Backend Man; Combination -- Small Equipment Operator; Generators -- small 50 kilowatts and under; Generators -- large over 50 kilowatts; Heaters, Mechanical; Hydraulic Power Unit (pile driving or extracting); Light Plants (1 through 5); Pumps, over 3 inches (1 to 3 not to exceed a total of 300 feet); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; and Bobcats (up to and including 3/4 cubic yard); Hydraulic Power Unit.

Group 5 -- Oilers.

Paid Holidays: (Where Applicable)

- | | |
|-----------------------|-----------------------------|
| A -- New Year's Day | E -- Thanksgiving Day |
| B -- Memorial Day | F -- Day after Thanksgiving |
| C -- Independence Day | G -- Christmas Day |
| D -- Labor Day | |

Footnotes:

- a. Paid holidays: A through G;
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employees who have more than five years of service and 6% for those with less than five years of service;
- c. Employees who are required to wear a dosimeter radiation detection device will have an additional 50¢ per hour added to their hourly rate of pay;
- *d. \$161.00 per week;
- e. Paid holidays: A, B, C, D, E, G and Decoration Day;
- f. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years -- 2 weeks paid vacation; 10 years -- 3 weeks paid vacation; 20 years -- 4 weeks paid vacation;
- g. Paid holidays: A, B, C, D, E, G;
- h. 1 year's service -- 1 week paid vacation; 3 or more years service -- 2 weeks paid vacation,

unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 C.F.R., 5.5 (a)(1)(ii).

Exhibit B

Draft
AIRPORT CHANNEL Quarterly Report

(Sub)Exhibit "B".
(To Airport Channel Programming Service Standard Airport Agreement.)

1993 4TH QUARTER AIRPORT CHANNEL REPORT									
AIRPORT SITE	OPERATIONAL ACBSs	AVERAGE DAILY ENPLACEMENTS PER ACBS	DAILY DOCUMENTED PASSENGER TRAFFIC	AVERAGE OPPORTUNITY TO VIEW PERCENTAGE	TOTAL DAILY OPPORTUNITY VIEWERS	PROPORTIONATE SHARE PERCENTAGE	18% REVENUE SHARE		
Atlanta - Hartsfield	66	496	32,670	100%	32,670	14.80%	32,638.18		
Boston - Logan	17	450	7,850	100%	7,850	3.46%	7,642.55		
Chicago O'Hare	40	525	21,000	100%	21,000	9.51%	20,979.55		
Cincinnati	5	874	4,370	100%	4,370	1.96%	4,363.74		
Dallas/Fort Worth	48	688	31,584	100%	31,584	14.30%	31,553.24		
Ft. Myers - Southwest Florida (NR)	17	682	11,594	100%	0	0.00%	0.00		
Memphis	26	260	8,250	100%	8,250	2.53%	8,243.91		
Miami	95	414	38,330	100%	39,830	17.81%	39,291.70		
Minneapolis/St. Paul	24	535	12,840	100%	12,840	5.82%	12,827.50		
Nashville	14	709	9,928	100%	9,928	4.50%	9,916.33		
Orlando	20	308	6,000	100%	6,000	2.72%	5,994.18		
Raleigh Durham	31	381	11,811	100%	11,811	5.35%	11,798.50		
Salt Lake City	15	328	4,920	100%	4,920	2.23%	4,915.21		
Sarasota - Bradenton (NR)	18	239	4,302	100%	0	0.00%	0.00		
Seattle - Sea-Tac	33	275	9,075	100%	9,075	4.11%	9,068.16		
Washington - Dulles	33	208	6,864	100%	6,864	3.11%	6,857.32		
Washington - National	30	550	16,500	100%	16,500	7.47%	16,483.93		
TOTALS	531		336,686		220,790	100.00%	220,576.00		
*This report is based on a Projected 4th Quarter Revenues equal to \$1,738,000.00 less 18% commission which totals \$1,479,500.00.									

*These enplancement figures are based on information gathered from an outside research firm.

AUTHORIZATION FOR EXECUTION OF GROUND SERVICE
EQUIPMENT STAGING AND STORAGE FACILITY I
LEASE AGREEMENT WITH AMERICAN AIRLINES,
INC. AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on June 23, 1993) from the Department of Aviation, authorizing execution of a Ground Service Equipment Staging and Storage Facility I Lease Agreement with American Airlines, Inc., for use of space at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body do *Pass* said ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City owns and operates an airport known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, American Airlines, Inc. ("Airline") desires to lease certain premises at the Airport and to obtain certain rights and privileges with respect thereto in order to provide staging, storage, and parking facilities for its ground support service equipment ("Equipment"); and

WHEREAS, City is willing to lease to Airline approximately 134,806 square feet of land near the intersection of the 27 Left Taxiway and Airport Service Road, subject to certain terms and conditions; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, an agreement with Airline to lease the premises described therein, such agreement to be in substantially the form attached hereto as Exhibit 1.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

*Ground Service Equipment
Staging And Storage Facility I Lease
Between The City Of Chicago
And American Airlines, Inc.
At Chicago-O'Hare International Airport.*

This Ground Service Equipment Staging and Storage Facility Lease ("Lease") is made and entered into as of the _____ day of _____, 1993, by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Sections 1 and 6(a) of Article VII of the 1970 Constitution of the State of Illinois ("City"), and American Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

Recitals.

Whereas, City owns and operates an airport known as Chicago-O'Hare International Airport ("Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Airline has expanded its activities at the Airport and seeks vacant land convenient to its current operations in order to provide close-in parking for its ground support service equipment; and

Whereas, City is ready, willing, and able to lease to Airline approximately 134,806 square feet of land near the intersection of the 27 Left Taxiway and Airport Service Road as a parking lot for Airline's ground support service equipment upon the the terms and conditions hereinafter provided.

Now, Therefore, For and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Article I.

1.01 Definitions.

The following words, terms, and phrases shall, for the purposes of this Lease, have the following meanings:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by Airline in accordance with this Lease, other than for reasons of strikes or force majeure, for a period of ninety (90) days.

(2) "Airport" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made; but any land, rights-of-ways, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(3) "Airport Rules and Regulations" means those rules and regulations governing the conduct and operations of the Airport promulgated from time to time by City as identified in Section 7.07 hereof.

(4) "Commissioner" means the Commissioner of the Department of Aviation of City, or such person as he may designate in writing, or any successor to his rights and duties.

(5) "Demised Premises" means that as may be identified on (Sub)Exhibit A of this Lease.

(6) "Environmental Requirements" means all applicable federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to environmental matters.

(7) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

(8) "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil, or any other petroleum products, natural gas, source material, special nuclear material and by-product materials regulated under the Atomic Energy Act (42 U.S.C. §2011, et seq.), pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance", "hazardous waste", or

"toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111½, §1001, et seq.), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute, rule, or regulation or local law, ordinance, rule, or regulation, as amended in each case.

(9) "Improvements" means any construction, lighting, fencing, protective devices, roads, paved areas, sidewalks, or other fixtures added to or made on the Demised Premises by Airline.

(10) "Lease" means this Ground Service Equipment Staging and Storage Facility Lease, as may be hereafter amended or supplemented from time to time in accordance with its terms.

(11) "Special Wastes" refers to those substances as defined in Section 1003.45, Ch. 111 of the Illinois Environmental Protection Act, and as further referred to in Section 809.103 of Illinois Admin. Code, Subtitle G, Ch. 1.

(12) "Work" means the furnishing by Airline of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Improvements, and the carrying out of all the duties and obligations under the terms and conditions of this Lease.

(13) "Work Liaison" means the person designated by the Commissioner to coordinate activities between Airline and the City.

1.02 Interpretation.

Any headings preceding the text of the Articles and Sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Lease, nor shall they affect the meaning, construction, or effect of this Lease. The term "including" shall be construed to mean "including, without limitation". In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Lease refer to this Lease; all section references, unless otherwise expressly indicated, are to sections of this Lease; words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to

include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Lease. All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

1.03 Incorporation Of Exhibits.

The following exhibits attached hereto are made a part of this Lease:

(Sub)Exhibit A -- The Demised Premises

(Sub)Exhibit B -- Requirements for Work

(Sub)Exhibit C -- Affirmative Action Program

(Sub)Exhibit D -- Contractor's Affidavit

Article II.

2.01 Lease Of Facilities.

City hereby leases to Airline, and Airline hereby leases from City, depicted and described on (Sub)Exhibit A, attached hereto and incorporated by reference herein. The Demised Premises consist of approximately 134,806 square feet of land, and any paving, lighting, fencing and related improvements now or hereafter located thereon, together with the rights and privileges hereinafter described. The area of this Lease is subject to verification based on a site survey.

2.02 Reservation Of Easement.

The lease of the Demised Premises is subject to a reservation of easement rights by City for access to any public utilities traversing the Demised Premises. City will give Airline reasonable notice prior to its use of such easement right. City shall indemnify Airline for any losses, judgments or damages resulting from and solely attributable to the negligence of the City, its agents, officials, and employees while present in their official capacity on the Demised Premises.

2.03 Use Of The Demised Premises.

Airline is hereby granted the exclusive use of the Demised Premises, subject to the terms and conditions of this Lease, and to all applicable federal, state and local laws, rules, regulations, codes, ordinances and orders, and to the applicable terms of the 1983 Amended and Restated Airport Use Agreement and Terminal Facilities Lease between City and Airline ("Use Agreement") for the staging, storing and parking of ground support service equipment. The use by Airline of the Demised Premises for uses other than those specified shall require the prior written approval of the Commissioner.

2.04 Exclusive Possession.

Subject to the provisions of this Lease, City covenants that, so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges granted to it hereunder. Airline shall be entitled to lawfully and quietly hold, occupy, and enjoy the Demised Premises during the term of this Lease, provided Airline is not in default of any of its obligations under this Lease.

2.05 Ingress and Egress.

Subject to Airport Rules and Regulations, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises, for its employees, agents, guests, patrons, and invitees, suppliers of materials, furnishers of service, and its equipment, vehicles, machinery and other property. Airline shall not block or otherwise obstruct common use taxiways or access roads with aircraft or groundside vehicles, respectively, at any time or in any manner which will impair or adversely affect the use or operation of said taxiways or access road areas by City or other Airport users.

2.06 Present Condition Of Demised Premises.

Airline, by the execution of this Lease, accepts the Demised Premises in an "as is" condition. Airline shall be responsible for the compliance of the Demised Premises with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, regulations, and orders. Further, City makes no warranty as to the environmental conditions of the Demised Premises. City Makes No Warranty, Either Express Or Implied, As To The Condition Of The Demised Premises Or That The Demised Premises Shall Be Suitable For Airline's Purposes Or Needs. City Shall Not Be Responsible For Any Latent Defect And Airline Shall Not, Under Any Circumstances, Withhold Any Rentals Or Other Amounts Payable To City Hereunder On Account Of

Any Defect In The Demised Premises. By Its Entry Onto The Demised Premises, Airline Accepts The Demised Premises As Being Free And Clear From All Defects And In Good, Safe, Clean, And Orderly Condition And Repair.

2.07 Liens Prohibited.

Airline shall keep its Demised Premises free and clear of any and all liens in any way arising out of the construction, improvement, or use thereof by Airline; provided, however, Airline may in good faith contest the validity of any lien, provided such contest does not impair the title of the City or the City's rights with respect to the Demised Premises. City's title to the Demised Premises and the Airport is and always shall be paramount to the interests of Airline in the Demised Premises. Nothing herein contained empowers Airline to commit or engage in any act which can, shall or may encumber the title of City.

Article III.

3.01 Term.

The initial term of this Lease shall be for a period of five (5) years, commencing on the _____ and terminating on _____ ("Termination Date").

3.02 Extension.

This Lease may be extended for successive five year periods beyond the Termination Date, upon Airline's written request, on the same terms and conditions stated herein, at the sole discretion of the Commissioner; provided, however, that under no circumstances may the Lease be extended beyond the date the Use Agreement is terminated.

Article IV.

4.01 Rent.

(a) At such time and in such manner as set forth in Subsection (b), Airline shall pay City the following rent:

\$.45 per square foot of the Demised Premises per year for 134,806 square feet.

(b) Rent shall begin accruing hereunder on the Commencement Date. From and after the time rent begins so accruing and continuing throughout the term of this Lease, Airline shall pay City, not later than the first business day of each month, one-twelfth of the annual rent as set forth above, for such month. All such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

(c) Rent payable hereunder shall be increased beginning on _____, by multiplying the \$.45 per square foot set forth in Section 4.01(a) above by a fraction, the numerator of which is the Producer Price Index/All Commodities ("P.P.I.") published by the United States Department of Labor, Bureau of Labor Statistics (January 1982=100) for the month of _____, and the denominator of which is the P.P.I. for _____. Upon receipt by Airline of warrants from the City Comptroller based on the recalculated rental, rent, as so adjusted, shall be paid in the manner set forth in Subparagraph (b) above.

If the manner in which the P.P.I. is determined by the Department of Labor is substantially revised, City shall adjust the revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. is discontinued or otherwise becomes unavailable to the public, City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or department, or if no such index is available, a comparable index published by a recognized financial institution, financial publication, or university.

If the computation of aforesaid increase in rent cannot be completed until after the end of the original term, or any renewal term, of this Lease, Airline shall continue to pay rent at the then current rate until the information completing the computation is available. Any shortfall in prior rental payments determined by said computation shall be paid to City within sixty (60) days after the Commissioner supplies Airline with said computation.

4.02 Taxes.

Airline shall be responsible for payment of all applicable taxes levied against the Demised Premises and shall pay such taxes directly to the appropriate taxing agency. Upon the Commissioner's request, Airline shall promptly provide the Commissioner with copies of all notices relating to such taxes and shall provide the Commissioner with a receipt indicating

payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax, including those taxes or charges enacted or promulgated by City.

4.03 Utilities.

Airline shall be responsible for payment of all cost of water, electricity, natural gas, telephone service, and all other utility services for the Demised Premises whether furnished by City or purchased by City on behalf of Airline or furnished by independent contractors.

4.04 Permits, Licenses.

Airline shall be responsible for obtaining at its own expense all necessary governmental approvals, inspections, permits, or licenses needed in connection with the Demised Premises, any business conducted thereon, or any Work performed thereon.

4.05 Late Payments.

Any amount which is not paid when due shall, at the discretion of the Commissioner, bear interest at a rate of 4% higher than the then current prime rate for commercial customers established by the largest commercial bank in Chicago, determined as the basis of total assets.

Article V.

5.01 Construction Of Improvements.

All Work, commenced after the date set forth on page 1 of this Lease, shall be accomplished in accordance with the terms and conditions of this Lease and of (Sub)Exhibit B, attached hereto and incorporated by reference herein, and Work shall not be commenced until Airline has obtained all approvals, permits, and licenses required by any governmental authority or by (Sub)Exhibit B.

5.02 Title.

City and Airline mutually agree that all the proposed Improvements constructed by Airline shall become and remain the property of City.

5.03 Maintenance And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed all maintenance and repair of the Demised Premises and shall keep such Demised Premises clean and free from excessive debris. Airline shall at all times:

- (1) Keep the Demised Premises and all fixtures, equipment and personal property in a clean, safe, and orderly condition and appearance;
- (2) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting, such repairs, replacements, and painting by Airline to be of a quality not inferior to the standards set forth in the appropriate rules and regulations adopted by City for the Airport;
- (3) Control all of its vehicular traffic on the Demised Premises and take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors, and other persons, and employ such means as may be necessary to safely direct the movements of its vehicular traffic;
- (4) Either directly or through a licensed independent contractor, dispose of its garbage, debris and other waste materials (including snow and ice) from the Demised Premises.

(b) If the performance of any of the foregoing maintenance, repair, replacement, or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of airport operations might be involved, Airline shall post guards or erect barriers or other safeguards as required and approved by the Commissioner at such locations.

(c) Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required by the Airport Rules and Regulations as may be amended or otherwise required to conform to standards prescribed by the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises or by the City at its reasonable discretion.

5.04 Signs.

Any signs installed by Airline on the Demised Premises shall be limited to those which advertise the aircraft support services provided by Airline, or its sublessees or assigns. The number, general type, size, design, and location of such signs shall be subject to the Airport Rules and Regulations.

5.05 Nondisturbance.

The Work and the operations of Airline and its officials, agents, employees, contractors, guests, patrons, and invitees on the Demised Premises shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that Airline is not in conformity with this Section, at the written request of the Commissioner, Airline shall promptly take reasonable steps to conform the demeanor or conduct of Airline or its officials, agents, employees, contractors, guests, patrons, and invitees to the standard set forth in this Section.

5.06 Performance By City Upon Failure Of Airline To Maintain.

In the event Airline fails to perform any obligation set forth in Section 5.03 above for a period of forty-five (45) days after receipt of written notice from the Commissioner so to do, or if such obligation cannot be performed within forty-five (45) days and Airline has not diligently begun to perform or is not continuing to diligently perform such obligation, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, and Airline shall pay City the reasonable cost and expense of such performance when invoiced in addition to any other amounts payable by Airline hereunder. If Airline's failure to perform any such obligation endangers the safety of the public or of employees of City and the notice to Airline so states, the City may perform such obligations if Airline does not immediately proceed to perform such obligations.

Article VI.

6.01 Maintenance And Operation Of Airport.

(a) City shall operate and maintain in a manner consistent with that of a reasonably prudent operator of an Airport, and keep in good condition and

repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment, now or hereafter provided by City, serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones, and other foreign matter, as reasonably as may be done, from taxiways, connections therefrom, and roadways.

(b) City shall supply adequate lighting for the Airport, including landing lights, floodlights, and other field lighting.

(c) City shall use its best efforts to keep the Airport open and in operation for landings and takeoffs of aircraft of any type using facilities similar to the Demised Premises.

6.02 Performance By Airline Upon Failure Of City To Maintain And Operate.

In the event City fails to perform any obligation set forth in Section 6.01 above for a period of forty-five (45) days after receipt of written notice from Airline to do so, or if such obligation cannot be performed within forty-five (45) days and City has not diligently begun to perform or is not continuing to diligently perform such obligation, Airline may perform such obligation of City and do all things necessary to perform such obligation and City shall promptly pay Airline, upon the submission of paid receipts by Airline and verification thereof by City, the reasonable cost and expense of such performance but only out of Airport funds. If City's failure to perform such obligations endangers the safety of the public, of employees of Airline, or Airline's business on the Demised Premises and Airline so states in its notice to City, Airline may perform such obligations if City does not immediately proceed to perform such obligations.

Article VII.

7.01 Compliance With All Laws.

Airline shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Airline and does not jeopardize the health or safety of persons at the Airport or Airport operations. Airline covenants and agrees that this Lease shall be subordinated to the provisions of any existing or future agreement between City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport.

7.02 Compliance With City/State Requirements.

Airline agrees to execute such certificates as may be necessary to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below. Such certifications to be executed by Airline as of the effective date shall be attached hereto and incorporated by reference herein as (Sub)Exhibit D.

(A) Contractor's Affidavit. Airline shall execute a certification in the form provided by City.

(B) Anti-Scofflaw.

(1) In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any of set-off) available to City under this Lease or permitted at law or in equity, City shall be entitled to set-off a portion of any amounts due Airline by City under this Lease in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Airline to City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to City for which the period granted for payment has expired.

(2) Notwithstanding the provisions of subsection (1), above, no such debt(s) or outstanding parking violation complaint(s) shall be offset from any amounts due Airline from City under this Lease if one or more of the following conditions are met:

- (i) Airline has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Airline is in compliance with the agreement; or
- (ii) Airline is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (iii) Airline has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

(C) Ethics. Airline shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

(D) Anti-Apartheid. Airline shall cause its contractors to comply with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant thereto, subject to any waivers or exceptions which are permissible thereunder. Airline understands and acknowledges that City may declare a default and terminate all existing contracts with Airline if Airline violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (1) a violation of the certifications contained in the Anti-Apartheid Affidavit which is attached hereto as part of (Sub)Exhibit D; (2) the concealment of an existing contractual relationship or entering into such contractual relationship with (a) South Africa, (b) a South African Business, or (c) any business or corporation for the express purpose of assisting in trading with any private or public entity located in South Africa; and (3) the sale to City or installation on the Demised Premises of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which City may have under this Lease, at law, or in equity, and shall entitle City to direct, indirect, special, and consequential damages, and any other appropriate legal or equitable remedy. Further, Airline understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. The fines shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

(E) MacBride Ordinance. The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Airline conducts any business operations in Northern Ireland, it is hereby required that the Airline shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section shall not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.03 Nondiscrimination.

(A) Federal Requirements. Airline shall not (1) fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (2) limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin. Airline shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans With Disabilities Act, P.L. 101-336; and 41 C.F.R. Part 60, et seq. (1990).

(B) State Requirements. Airline shall comply with the Illinois Human Rights Act, Ill. Rev. Stat. Chapter 68, Para. 1-101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Airline shall comply with the Discrimination in Public Contracts Act, Ill. Rev. Stat. Chapter 29, Para. 17, et seq. (1990), amended.

(C) City Requirements. Airline shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended. Further, Airline shall furnish and shall cause each of its contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

7.04 Nondiscrimination In The Use Of The Demised Premises.

This Lease involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program

of the Federal Aviation Administration, and therefore involves activity which serves the public. Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in material compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation. In the event of a breach of the above nondiscrimination covenants by Airline, City shall have the right to terminate this Lease and to reenter and repossess the Demised Premises and the facilities thereon, and hold the same as if this Lease had never been executed.

7.05 Nondiscrimination In Furnishing Services.

As required by applicable federal regulations, Airline agrees to furnish services on a fair, equal and nondiscriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service, provided that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7.06 Affirmative Action Program And M.B.E./W.B.E. Requirements.

Airline assures that it will undertake an affirmative action program which sets forth all applicable federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect. In furtherance thereof, Airline also agrees to implement a program consistent with the provisions of (Sub)Exhibit C, attached hereto and incorporated by reference herein.

7.07 Airport Rules And Regulations.

(a) Airline shall obey all Airport Rules and Regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport Rules and Regulations must be neither (i) inconsistent with the exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days prior written notice of the adoption thereof.

(b) City shall supply Airline with a copy of City's current Airport Rules and Regulations, and revisions thereto as and when made.

(c) Nothing herein shall be construed to prevent Airline from contesting in good faith any Airport Rule or Regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

7.08 Compliance With Environmental Requirements.

(a) Compliance with Environmental Laws. Airline, in conducting any activity or business on or using or occupying the Demised Premises including environmental response or remedial activities, shall be in compliance, at all times, with all local, state, and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders, and decrees relating to public health and safety, and the environment (collectively referred to as "Environmental Laws"), including but not limited to the Resource Conservation and Recovery Act ("R.C.R.A") (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("C.E.R.C.L.A.") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("S.A.R.A.") (42 U.S.C. §9601, et seq.), the Clean Air Act ("C.A.A.") (42 U.S.C. §7401, et seq.), the Clean Water Act ("C.W.A.") (33 U.S.C. §1251, et seq.), the Toxic Substances Control Act ("T.S.C.A.") (15 U.S.C. §2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111½, ¶1001, et seq.), and applicable environmental provisions of the Municipal Code of the City of Chicago, as each may be hereafter amended. Provided, however, that Airline may, without being considered to be in breach hereof, contest any application of or alleged violation of such laws as long as such contest is diligently commenced and prosecuted by Airline and does not, in the City's reasonable judgment, jeopardize the health or safety of persons at the Airport or Airport operations.

(b) **Review of Environmental Documents.** Airline, at the request of City, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all of the documents and materials Airline has prepared or has caused to be prepared pursuant to any Environmental Laws, including but not limited to any permit, application or any notice or report of a release or threatened release of Hazardous Materials on, under, into, from or about the Demised Premises. Where practicable Airline shall provide a copy of any permit, application or spill report to the City for review and approval in advance of submitting such documentation to the applicable regulatory agency.

(c) **Access for Environmental Compliance.** City shall have reasonable access to the Demised Premises to inspect the same to confirm that Airline is using the Demised Premises in accordance with any Environmental Laws. If such inspection identifies, in City's reasonable judgment, any noncompliance with applicable Environmental Laws, upon notice of such noncompliance by the City, Airline shall commence action reasonably necessary to correct such noncompliance or, within 15 business days, shall provide follow-up information to the City sufficient to demonstrate, in City's reasonable judgment, that no noncompliance exists.

(d) **Access for Environmental Noncompliance.** If Airline's activity, business or conduct on the Demised Premises results in noncompliance with Environmental Laws and Airline fails, for a period of forty-five (45) days after receipt of written notice by City to either correct such instance of noncompliance or, if such instance of noncompliance cannot reasonably be corrected within such period, fails to begin to diligently perform such correction, in addition to any and all other rights and remedies which may be available, may enter the Demised Premises and take necessary measures to insure the Demised Premises' compliance with Environmental Laws and Airline shall indemnify the City in accordance with the provisions set forth in Article VII.

(e) **Duty to Notify City.** In the event of a release of a spill or other emergency release of Hazardous Materials or Special Wastes to the environment relating to or arising out of Airline's conducting any activity or business on or using or occupying the Demised Premises or in the event any claim, demand, action, notice, cause of action, complaint, enforcement action, citation or legal or administrative proceeding (collectively referred to as "Claim") is made against Airline regarding Airline's failure or alleged failure to comply with any applicable Environmental Laws at the Demised Premises, Airline shall promptly notify City in writing and provide the City with a copy of any such written Claim.

(f) **Environmental Remediation.** The City makes no warranties or representations regarding the presence of Hazardous Materials or Special Wastes on, in or under the Demised Premises. In the event that City is named in any Claim by any party in connection with any environmental contamination on or in the Demised Premises by the Airline or any failure

by Airline to comply with Environmental Laws arising as a result of Airline's activity, business or conduct on or use or occupancy of the Demised Premises, Airline shall indemnify the City in accordance with the provisions set forth in this Agreement. If the presence of any Hazardous Materials or Special Wastes results in any environmental contamination that has arisen due to Airline's activity, business, or conduct, then Airline shall take all actions and incur all Costs necessary to return Demised Premises to substantially the same condition that existed prior to such contamination, provided however, that Airline shall, to the extent practicable, obtain City's written approval prior to any remedial activities on the Demised Premises.

(g) Underground Storage Tanks (U.S.T.s). Airline agrees to maintain, test and monitor any U.S.T.s owned or operated by it on the Demised Premises as required by applicable Environmental Laws. Airline further agrees to repair or remove, if required by any Environmental Laws, at its sole cost and in compliance with Environmental Laws, any U.S.T.s owned or operated by it on the Demised Premises which such testing or monitoring indicates have begun to leak during Airline's ownership or operation of such U.S.T..

7.09 Contractors.

Airline agrees that all of the provisions set forth in this Article VII, except Section 7.08, will be incorporated in all contracts entered into with any suppliers of materials, furnishers of services, contractors of any tier and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Lease. Airline agrees to cause its contractors to execute such certificates as may be necessary in furtherance of these provisions. Such certifications shall be attached and incorporated by reference in the contracts. In the event that any contractor is a partnership or joint venture, Airline shall also include provisions in its contract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

Article VIII.

8.01 Exercise By City Of Governmental Functions.

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted hereunder or under any other written agreement between Airline and City. Nothing herein shall be construed to prevent Airline from contesting in good faith

any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

8.02 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the grant to Airline of an exclusive right to use Airport facilities or to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others at the Airport similar privileges and rights.

Article IX.

9.01 Insurance.

(a) Airline shall procure and maintain at all times, at Airline's own expense, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Lease, whether performed by Airline, Airline's contractors or subcontractors. The kinds and amounts of insurance required are as follows:

(1) **Workers' Compensation And Occupational Disease Insurance.**

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Lease. Such insurance shall include employer's liability coverage with limits of not less than \$500,000 each accident or illness.

(2) **Commercial Liability Insurance (Primary And Umbrella).**

Commercial Liability Insurance or equivalent coverage with limits of not less than \$50,000,000, per occurrence, combined single limit, for bodily injury and property damage liability and personal injury. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground, and contractual liability coverages. City shall be named as an additional insured.

(3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed by or on behalf of Airline, Airline shall provide Automobile Liability Insurance with limits of not less than \$2,000,000, per occurrence, combined single limit, for bodily injury and property damage. City shall be named as an additional insured.

(4) All Risk Blanket Builder's Risk Insurance.

When Airline undertakes any Work at the Airport including improvements, betterments, or repairs, Airline shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, if applicable, earthquake, and flood.

(5) Professional Liability Insurance.

When any architects, engineers, or consulting firms perform Work in connection with this Lease, Professional Liability Insurance shall be maintained with limits of \$1,000,000. The policy shall have an extended reporting period of two (2) years. When policies are reviewed or replaced, the policy retroactive date must coincide with, or precede, start of Work on the contract.

(b) Airline will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Lease, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease.

(c) The insurance hereinbefore specified shall be carried during the term of this Lease. Failure to carry or keep such insurance in force shall constitute a violation of the Lease, and City reserves the right to terminate this Lease until proper evidence of insurance is provided.

(d) All insurance policies shall provide for thirty (30) days written notice to City prior to the effective date of any change, cancellation, or termination of such coverage.

(e) Airline shall require all contractors to carry the insurance required herein, or Airline may provide the coverage for any or all contractors or subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

(f) Airline expressly understands and agrees that any insurance coverages and limits furnished by Airline shall in no way limit Airline's liabilities and responsibilities specified within the Lease, in equity, or by law.

(g) Airline hereby waives, and shall cause each of its contractors, to waive its rights of subrogation against City, including City's appointed and elected officials, agents, and employees.

(h) Airline expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by Airline under this Lease.

(i) Airline shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by City.

(j) City maintains the right to modify, delete, alter or change the requirements set forth under this Section 9.01 in accordance with A.C.I. -- N.A. standards which may be published from time to time or other applicable industry standards. City shall provide Airline with thirty (30) days notice of any changes under this section.

9.02 Untenantable Conditions.

If the Demised Premises occupied by Airline hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered untenantable, then, unless City provides Airline with alternative Demised Premises, (a) Airline shall not be obligated to pay rent for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one year, Airline shall be entitled, upon forty-five (45) days prior written notice to City, to delete such untenantable portion from its Demised Premises; provided, however, that there shall be no abatement or reduction of rent or deletion from its Demised Premises where the untenantable condition is caused by the willful or negligent act or omission of Airline, its agents, employees, licensees, contractors, subcontractors, or invitees.

Article X.

10.01 Indemnity.

(a) Airline agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, officers, agents, and employees, from and

against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, and settlements, including, without limitation, payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of:

- (1) the willful misconduct, negligent, or tortious act or omission of Airline, its agents, employees, licensees, contractors, or subcontractors;
- (2) Airline's use or occupancy of the Demised Premises;
- (3) the violation by Airline of any agreement, warranty, covenant, or condition of this Lease; and
- (4) suits alleging violations of any federal or state laws as a result of any actions taken by Airline or obligations imposed upon Airline pursuant to this Lease; and Airline will, at its own cost and expense, defend all such claims, demands, and suits, whether frivolous or not.

(b) City shall promptly notify Airline of each claim, action, proceeding, or suit in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim, action, proceeding, or suit, and shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by City related thereto.

(c) Without limiting the generality of any other provision hereof, Airline shall reimburse City for the reasonable cost of any and all attorney's fees and investigation expenses and any other reasonable costs incurred by City in the defense and handling of said suits and claims and in enforcing the provisions of this Lease.

10.02 Non-liability Of Public Officials.

Unless otherwise provided by law, no official, employee, or agent of City shall be charged personally by Airline, or by any assignee or contractor of Airline, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Lease, or because of City's execution or attempted execution, or because of any breach hereof.

Article XI.

11.01 Abatement In The Event Of Closing.

In the event that for a period of time in excess of five (5) consecutive days the Airport or Demised Premises is closed by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise, then the rent payable by Airline shall abate for the period of such closing.

11.02 Abatement On Account Of Casualty.

If due to damage or destruction by fire or other casualty (other than those caused by Airline) any of the facilities to be furnished by City outside the Demised Premises hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on and from the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on and from the Demised Premises is impaired by such damage or destruction, unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to furnish adequate temporary substitute facilities and repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than thirty (30) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall have no liability to Airline for City's failure to furnish temporary substitute facilities or for City's failure to restore such facilities expeditiously.

Article XII.

12.01 Events Of Default.

Each of the following shall be an "Event of Default" under this Lease:

(a) Airline shall take the benefits of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors;

(b) Airline shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Airline under any chapter of the Code;

(c) By order or decree of a court, Airline shall be adjudged a debtor or bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within ninety (90) days of its issuance;

(d) A petition under any chapter of the Code or an action under any federal or state insolvency statute shall be filed against Airline and shall not be dismissed or stayed within ninety (90) days after being filed thereof;

(e) By or pursuant to, or under authority of any legislative act, resolution or rule, or order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official shall take possession or control of all or substantially all of the property of Airline and such possession or control shall continue in effect for a period of ninety (90) days;

(f) Airline shall become a corporation in dissolution;

(g) The letting, license or other interest of or rights of Airline hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Subparagraphs (A) through (E) of this Section 12.01;

(h) Airline shall fail to duly and punctually pay any rents required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to City pursuant to this Lease, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Airline by City;

(i) Airline shall fail to keep, perform, and observe any promise, covenant, or other provision of this Lease, other than the obligation to pay rent, for a period of forty-five (45) days after written notice specifying such failure and requesting that it be remedied is given to Airline by City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such forty-five (45) day period, shall not give rise to City's right to terminate this Lease if

corrective action is instituted by Airline within such forty-five (45) day period and diligently pursued until the failure is remedied;

(j) Any lien shall be filed against the Demised Premises or any portion thereof resulting from any act or omission of Airline, and shall not be discharged within forty-five (45) days, unless Airline shall within the aforesaid forty-five (45) days furnish City such security as the Commissioner in his discretion determines to be adequate to protect the interests of City;

(k) Airline shall cease using or abandon substantially all of its Demised Premises for a period of ninety (90) days;

(l) Airline shall make any purported Transfer (as defined in Section 13.01) without the consent of City as set forth in Article XIII;

(m) Airline shall fail to maintain its corporate existence, or to remain duly qualified to do business in the State of Illinois, or Airline shall dissolve or otherwise dispose of all or substantially all of its assets, or shall consolidate with or merge into another corporation; provided, however, that it shall not be an Event of Default if Airline consolidates with or merges into another directly or indirectly owned subsidiary of AMR Corporation; or

(n) City shall declare Airline in default under the 1983 Use Agreement.

12.02 Termination By City.

(a) Whenever an Event of Default has occurred and is continuing, City may, at its option, within fifteen (15) days prior notice of such Event of Default:

(1) terminate this Lease and the letting, licenses, and other rights of Airline hereunder, without discharging any of Airline's obligations hereunder and, at City's further option, exclude Airline from its Demised Premises; or

(2) without terminating this Lease, exclude Airline from its Demised Premises and attempt to lease such Demised Premises to another party for the account of Airline, holding Airline liable for all payments due hereunder up to the effective date of such leasing and for the excess over the rentals and other amounts which are paid by such new party under such new agreement, if any, of other amounts payable by Airline under this Lease for the remainder of the term of this Lease.

(b) In addition, City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect rent and any other amounts payable by Airline hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant of Airline under this Lease.

(c) All rights and remedies hereinbefore given to City and all rights and remedies given to City by law or in equity shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Demised Premises shall deprive City of any of City's remedies or actions against Airline for rent or for any other sum required to be paid to City pursuant to this Lease, or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the Demised Premises

12.03 Removal Of Airline Property.

(a) The personal property financed and placed or installed by Airline in its Demised Premises shall remain the property of Airline and must be removed on or before the expiration of the term or the expiration of any extension or renewal thereof at Airline's sole risk and expense. Any physical damage to the Airport, the Demised Premises, or any fixtures located therein, resulting from such removal shall be paid for by Airline. In the event of the termination of this Lease, by default or otherwise, Airline shall have sixty (60) days after such termination during which to remove such property; provided, however, City shall have the right to assert such liens against said property as City may by law be permitted. So long as any such property remains in the Demised Premises, Airline's obligation to pay City rent and any other sums which may be due the City under the Lease shall continue.

(b) If Airline's property is not removed as herein provided, City may, at its option and to the extent otherwise provided by applicable law, deem such property abandoned and keep such property or after written notice to Airline and at Airline's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of sixty (60) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Airline to City, and any balance remaining shall be paid to Airline.

12.04 No Waiver By City.

A failure by City to take any action with respect to any default or violation by Airline of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights

of City to act with respect to any prior, contemporaneous, or subsequent violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

12.05 Attorney's Fees And Expenses.

In the event Airline defaults under this Lease and City employs attorneys or incurs other expenses for the collection of Airline rent or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, within thirty (30) days after written demand which shall include a detailed description of the fees and expenses, pay to City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by City as a result of such default.

Article XIII.

13.01 Sublease, Assignment, Or Other Transfer.

(a) Airline covenants that it will not assign, sublet, transfer, convey, sell, mortgage, pledge, or encumber (any of the foregoing events being referred to as a "Transfer") the Demised Premises or any part thereof, or any rights of Airline hereunder or any interest of Airline in this Lease, without in each instance having first obtained the prior written consent of City as set forth below, which consent the City agrees will not be withheld or delayed unreasonably; provided, however, that without such consent, Airline may assign its rights under this Lease to another directly or indirectly owned subsidiary of A.M.R. Corporation with which Airline may merge or consolidate in accordance with Article XIII. The consent of the City Council on behalf of City shall be required for any Transfer of (i) all of Airline's Demised Premises, (ii) all rights of Airline hereunder, or (iii) all of Airline's interest in this Lease. The consent of the Commissioner on behalf of City shall be required for any other Transfer. Consent by City to any type of Transfer described in this Paragraph or elsewhere in this Lease shall not in any way be construed to relieve Airline, its successors or assigns, from obtaining further authorization from City for any subsequent Transfer of any nature whatsoever.

(b) Notwithstanding any Transfer, with or without City consent, Airline shall remain fully liable for the payment of all of its rent and fully

responsible for the performance of all of its other obligations hereunder, unless otherwise agreed by the City in writing.

(c) Any and all requests by Airline for consent under Paragraph (a) of this Section 13.01 shall be made in writing by certified mail to City and shall include copies of the proposed documents of Transfer. Said documents of Transfer shall completely disclose any and all considerations made or to be made to Airline for said Transfer.

(d) If any Transfer shall occur, whether or not prohibited by this Section 13.01, City may collect rents and other sums to be paid under the Lease from any assignee, sublessee, or other transferee of Airline, and in such event shall apply the net amount collected to rents and other sums to be paid under the Lease payable by Airline hereunder without such action by City releasing Airline from this Lease or any of its obligations hereunder. If any Transfer prohibited by this Section 13.01 shall occur without consent of City and City collects rents and other sums to be paid under the Lease from any assignee, sublessee or other transferee of Airline, and applies the net amount collected in the manner described in the preceding sentence, such actions by City shall not be deemed to be a waiver of the covenant contained in this Section 13.01, or constitute acceptance of such assignee, sublessee, or transferee by City.

13.02 City's Right To Assign.

The City reserves the right to assign or transfer all or any part of its interests hereunder.

Article XIV.

14.01 Notices.

All notices to City provided for herein shall be in writing and may be delivered personally or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline. All notices to Airline provided for herein shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed to American Airlines, Inc., P.O. Box 619616, MD 4213, Dallas Fort Worth Airport, Arlington, Texas 75261 or 4555 Amon Carter Boulevard, MD 4213, Fort Worth, Texas 76155, Attention: Vice President -- Corporate Real Estate, or to such other address as Airline may designate from time to time by notice to City. Notices sent by mail shall be deemed given three days

after mailing. Notices personally delivered or notices sent by any method other than by mail shall be deemed given upon delivery.

Article XV.

15.01 City's Right Of Entry.

City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Demised Premises for the purpose of inspecting the same, for emergency repairs to utility systems, and for any other purpose necessary for, incidental to, or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions.

15.02 Force Majeure.

(a) Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limiting the generality hereof, strikes, boycotts, picketing, slow-downs, work stoppages, or other labor actions affecting City or Airline, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption is a result of the negligence of that party; provided that nothing in this Section 15.02 is intended or shall be construed to abate, postpone, or in any respect diminish Airline's obligations to make any payments due City pursuant to this Lease.

(b) City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any applicable federal, state, county, or municipal law, rule, regulation, requirement, order, or directive.

(c) Airline shall not be liable for the performance of any obligation of Airline hereunder if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the Federal Aviation Administration or other government authority substantially affecting Airline's use of the Airport, however, that none of the foregoing is due to any fault of Airline.

15.03 [Intentionally Left Blank]

15.04 No Partnership Or Agency.

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Airline the general representative or agent of City for any purpose whatsoever.

15.05 Conflict Of Interest.

Airline hereby represents and warrants that it is not, and, to the best of Airline's knowledge its contractors are not in violation of Chapter 2-156 of the Municipal Code of Chicago. Any contract negotiated, entered into or performed in violation of said chapter shall be invalid and without any force whatsoever.

15.06 Representatives.

City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for City and Airline, respectively, with respect to any actions to be taken by either of them under the the terms of this Lease. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, City's representative shall be the Commissioner. Airline's representative shall be Airline's general manager at the Airport or his/her designee. Any party hereto may change its designated representative by notice to the other party pursuant to the provisions of Section 14.01.

Article XVI.

16.01 Entire Agreement.

This Lease, and the (Sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Lease that are not expressly addressed herein and therein.

16.02 Counterparts.

This Lease is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

16.03 Amendments.

No changes, amendments, modifications, cancellation, or discharge of this Lease, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

16.04 Governing Law.

This Lease shall be governed in accordance with the laws of the State of Illinois. Airline hereby irrevocably submits to the original jurisdiction of those state or federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.

16.05 Consent To Service Of Process And Jurisdiction.

All judicial proceedings brought by Airline with respect to this Lease shall be brought in Cook County, Illinois, and by execution and delivery of this Lease, Airline accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Airline irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Lease in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Airline in the courts of any other jurisdiction.

16.06 Severability.

If any provisions of this Lease shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other

provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Lease shall not affect the remaining portions of this Lease or any part thereof.

16.07 Assigns.

All of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

16.08 Cooperation By Parties.

The parties hereby agree to use good faith in the performance of this Lease and to cooperate with each other. Airline further agrees to implement such measures as may be necessary to ensure that its staff and, to the extent otherwise required herein, and its contractors shall be bound by the provisions of this Lease. If this Lease is terminated for any reason, or if it expires by its own terms, Airline shall make every reasonable effort to assure an orderly transition to another fixed base operator or provider of general aviation services, if any; orderly demobilization of its own operation; and the uninterrupted provision of fixed base operations and general aviation services. During any transition period Airline shall otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration of this Lease.

16.09 Consents And Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by City shall be made by the Commissioner.

Article XVII.

17.01 Condemnation.

(a) Any condemnation or taking of such a substantial part of the Demised Premises that results in the Demised Premises being unsuitable or incapable of being used for the purposes stated herein, is hereafter referred to as a "Total Taking". In the event of a Total Taking, this Lease shall be terminated as of the earlier to occur of the date of the filing of the petition to condemn or the date of the Total Taking. Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

(b) In the event of a taking of the Demised Premises other than a Total Taking (a "Partial Taking"), this Lease shall remain in effect as to the remaining portion of the Demised Premises and, if the proceeds of any award received by City on account of such Partial Taking are sufficient to restore or replace the Demised Premises so taken, City shall deposit the proceeds of the award with respect to the Demised Premises in a construction fund and City shall forthwith (subject to unavoidable delays) apply such proceeds to the restoration or replacement of the Demised Premises so taken as nearly as possible to (i) such condition, character and utility value as existed prior to such Partial Taking or (ii) to such other condition, character and value as may be agreed upon by City and Airline. If for any reason the proceeds of an award received by City for a Partial Taking are in excess of the amount necessary to restore or replace the Demised Premises, the amount of such excess shall be paid to City. If such proceeds are insufficient to replace or restore the Demised Premises as provided in (i) and (ii) above, City shall not be required to restore or replace in excess of the proceeds of such awards, and Airline may, at its option, terminate the Lease upon thirty (30) days written notice to the City, and Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

Any rent due the City by Airline shall be subject to abatement in an amount directly proportional to the extent Airline's ability to conduct normal operations on and from the Demised Premises is impaired by such condemnation, unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so condemned; provided, however, that if City fails to furnish adequate temporary substitute facilities so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than thirty (30) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall have no liability to Airline for City's failure to furnish temporary substitute facilities or for City's failure to restore such facilities expeditiously.

Article XVIII.

18.01 City's Authority.

This Lease is authorized by an ordinance passed by City of Chicago City Council on _____ (pp. _____).

18.02 Airline's Authority.

Execution of this Lease by Airline is authorized by corporate resolution,

and the signature(s) of each person signing on behalf of Airline have been made with complete and full authority to commit Airline to all terms and conditions of this Lease, including each and every representation, certification and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

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 Airline Aviation-O'Hare, Inc., has caused this Lease to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

City of Chicago

Approved:

Richard M. Daley, Mayor

Commissioner of Aviation

Attest:

City Comptroller

City Clerk

As To Form And Legality:

Corporation Counsel

American Airlines, Inc.

By: A. Jayne Allison

Its: Vice President -- Corporate
Real Estate

Signature: _____

By: Charles D. Marlett

Its: Corporate Secretary

Signature: _____

[(Sub)Exhibit "A" attached to this Ground Service Equipment
Staging and Storage Facility I Lease Agreement
printed on page 35201 of this Journal.]

(Sub)Exhibits "B", "C" and "D" attached to this Ground Service Equipment
Staging and Storage Facility I Lease Agreement read as follows:

(Sub)Exhibit "B".

*(To Ground Service Equipment Staging And Storage
Facility I Lease Agreement)*

*The Following Procedures Shall Apply During The Planning, Design,
Fabrication, Installation, Construction, Start-Up And Testing
(Collectively, The "Work") Of Any Improvements
Made To The Demised Premises:*

1. Responsibilities And Obligations Of Airline.

- (a) Airline shall perform the Work, or cause the Work to be performed, on the Demised Premises. Airline may award

contracts for the Work to be performed using the fast track construction procedures described below, but the Airline shall remain responsible for the Work. In order to expedite the Work, Airline may negotiate as well as competitively bid its contracts.

- (b) Airline agrees that it will complete the Work, or cause the Work to be completed, with all reasonable diligence.
- (c) Airline shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.
- (d) Airline shall not under any circumstances utilize the services of any entity which, to its knowledge, after due inquiry, is barred from contracting with the City pursuant to any law, ordinance, rule or regulation.

2. Airline Coordination With City.

- (a) The Commissioner shall designate a Work Liaison to represent the City in all matters relating to the performance of the Work hereunder and shall constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this (Sub)Exhibit B in which the City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Airline is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on the City, in whole or in part, for the professional or technical accuracy of the Airline's Work to be provided hereunder. The Work Liaison shall be the final arbiter of any decision to be made or consent or approval to be given under this (Sub)Exhibit. The Work Liaison shall further assist Airline in coordinating Airline's Work with other projects and operations at the Airport and in Airline's contacts with any federal, state or local government agencies. Airline will provide reasonable administrative space for the Work Liaison on or contiguous to the Demised Premises. The Work Liaison shall provide such personnel only as may be needed from time to time.
- (b) Airline shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the project, and further, in accordance with O'Hare Rules and

Regulations in existence at the time the Work commences and such other reasonable construction procedures and standards as may be established or approved by the City for the project. Such procedures and standards will not impose on the Airline stricter or more rigid procedures or standards than are then being applied to other airlines at the Airport. Such procedures and standards will be established by the City in a timely manner and made available to the Airline upon its request.

3. Requirements For Work.

(a) Project Planning, Design and Fabrication Phase: Airline shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans and specifications for the Improvements for review and comment by the Work Liaison. Such drawings, plans and specifications, and all amendments thereto, shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld. The Work Liaison will approve, conditionally approve or disapprove submissions of any such drawings, plans and specifications within fifteen (15) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Airline intends to adopt fast track construction procedures, Airline must still complete each contract package to a reasonable level of detail (including alternate designs selected by the Airline for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Airline shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Fast Track Construction Procedures: Airline will conform with Sections 1 -- 7 (submittal and review procedures) of the Chicago O'Hare International Airport Design and Construction Standards.

This is to say that:

- (i) Airline will submit a description of the Project for conceptional approval in order to allow the architectural and engineering team to proceed with subsoil investigation and topographical survey of the sites.
- (ii) Upon completion of the two items stated in (i) above, the Schematic Design Phase for each construction phase (insofar as they are not combined) will be submitted for approval.

- (iii) After approval of the Schematic Design Phase, scope drawings and outline specifications will be submitted for approval under the Design Development Phase for each construction phase (insofar as they are not combined).
- (iv) After approval of the Design Development Phase and beginning with the Construction Document Phase, the architectural and engineering team will submit for approval specific items such as foundation drawings, site improvements, et cetera, in order to allow Airline's contractor to start construction prior to approval of the Construction Document Phase, as a whole.

All submittals referenced above should be considered the minimum number of submittals. City may reasonably direct Airline to provide other submittals as required. The Airline and its architectural/engineering/contractor team will work with the Commissioner of the Department of Aviation and the Work Liaison in order to ensure a smooth process during the design development and construction document phases as well as ensuring compliance with all Design and Construction Standards for the Airport. City recognizes that the fast track procedures are being used and acknowledges that the City's approval of various elements of the Work will be required on a timely basis.

(c) Airline to Provide Information: Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the Work, Airline shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Airline's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) Airline's initial and updated cost estimates for the Improvements, individually and aggregated.

(d) Installation, Construction, Start-Up and Testing Phase:

- (i) The Work Liaison shall have the right to monitor the Work on the Improvements to assure that the facilities which comprise the Improvements are

installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing of the Improvements, Airline's Project Manager shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- contracts for services, labor and materials;
- material certificates and samples;
- approved shop drawings;
- lien waivers, payrolls, and requests for payment by contractors of any tier;
- progress reports;
- notification of substantial completion of the Improvements and final acceptance thereof;
- maintenance and operations manuals in connection with building systems;
- as-built drawings;
- warranties;
- test and start-up results; and
- any other documents related to the Improvements which may be reasonably requested by the City.

- (ii) No change order which materially changes the scope of the Work or the Improvements shall be implemented by Airline without review and approval by the Work Liaison. The Work Liaison will approve, conditionally approve or disapprove submissions of change orders within fifteen (15) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.

- (iii) In the event the Work Liaison determines that the Work is at material variance from the approved drawings, plans, and specifications or applicable standards, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with its contractors. Until it has been determined by the Work Liaison that the Work has been performed without material variance from the approved drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Airline, (i) suggest to Airline that Airline withhold payments from any contractor or subcontractor which has performed, in the judgment of the Work Liaison, Work which is at material variance from the approved drawings, plans and specifications, or applicable standards or (ii) suggest to Airline that it stop Work on any portion of the Improvements directly affected by such variance from the approved drawings, plans, specifications and applicable standards. If Airline's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Airline to stop any other Work on any portion of the Improvements that are at variance with the approved drawings, plans, and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved drawings, plans and specifications or applicable standards shall be corrected or replaced by Airline, directly or through its contractors, provided that the Work Liaison has informed Airline of such variance within ten (10) business days following the performance of such Work, unless the variance affects the structural integrity or safety of the Improvements or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Airline of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Airline within thirty (30) days following notice from the Work Liaison to Airline, the Work Liaison may cause such work to be corrected or replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Airline shall be afforded such additional time as the Work Liaison

may determine to be reasonably necessary to correct or replace such Work.

4. Compensation To City.

- (a) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with Subparagraph (c) below, Airline shall compensate the Work Liaison for the cost of those services provided by the Work Liaison. The Work Liaison agrees to keep its costs as low as reasonably practicable, provided, however, that in no event shall the aggregate amount of reimbursement to the Work Liaison hereunder exceed in any equal year any Work that is or has been performed an amount equal to one and one-half percent (1½%) of the aggregate expenditures during such year for the Work on the Improvements, and, provided, further however, that the Work Liaison shall be entitled to an equitable adjustment of such amount in proportion to any increase in its services as a result of a change in the scope of Work or in the Improvements.
- (b) During the continuation of Work, the Work Liaison shall provide Airline with an estimate of the Work Liaison's required manhours and budgets each month, with regard to its services. Thereafter, on a semi-annual basis, the Work Liaison shall provide Airline with a detailed review and analysis of actual manhours and expenditures against estimates, including reallocation of budgets if required, with regard to its services. More frequent reviews will be provided upon Airline's reasonable request therefor.
- (c) The Work Liaison shall provide Airline with monthly invoices that describe time charges for the Work Liaison staff assigned to the Improvements, and any other costs associated with the services provided by the Work Liaison. Airline may, within ten (10) days of such provision, request a meeting with the Work Liaison to review and discuss such invoices. The Work Liaison shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline may further request, at Airline's expense, City to review and audit Work Liaison invoices related to the Improvements at any time. Airline shall, upon reasonable request therefor, receive copies of all such audits performed by City and may interview the personnel who performed such audits. In no event shall Airline withhold from the Work Liaison the payment of any undisputed amount.

5. Access To Work Site.

Airline, and its architects, engineers, materialmen, and contractors of any tier, shall have, at their own risk, full and complete access to the Demised Premises and such other areas in the Airport as may be necessary to perform Work on the Improvement, provided that such access shall not reasonably interfere with the operations of or other projects at the Airport. The Work Liaison shall have authority to arrange, and shall arrange such access in a timely fashion. Notwithstanding any other statements herein, it is Airline's responsibility to coordinate its Work with the operations of and all other projects at the Airport. Airline is solely responsible for any costs relating to such coordination.

6. No Warranty By City.

Airline warrants that it has inspected the Demised Premises, and any other areas in the Airport as may be necessary; it was permitted access to any person or information in connection with its investigation of the Demised Premises and such areas; that the time for such investigation was adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the Work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever made regarding the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface, subsurface or environmental, which may be encountered at the Demised Premises or such other areas.

(Sub)Exhibit "C".

(To Ground Service Equipment Staging And
Storage Facility I Lease Agreement)

I. Equal Employment And Affirmative Action.

Paragraph 1. Minority And Women Business Enterprises.

Airline shall provide for the participation of Minority and Women Business Enterprises in the design and construction of the Improvements.

To this end, the Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure agreeable to the Airline and the City.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporation construction project. Neither Airline nor its contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction projects. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Butler's Minority and Women Business Enterprise program, the Airline shall establish a Minority and Women Business Enterprise liaison with City's Department of Aviation and with the City's Department of Purchases, Contracts and Supplies for the Improvements. Further, all personnel of Airline and all others with responsibilities in the supervision of contracts for the Improvements are to see that actions are performed consistent with the affirmative action goals of this (Sub)Exhibit C.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be with utilization of Minority Business Enterprises (M.B.E.s) and Women Business Enterprises (W.B.E.s) certified by the City of

Chicago subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. These goals shall be administered in a manner to assure the City and Airline that: (1) the improvements shall be completed at a reasonable and acceptable cost to Airline, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Airline and City and, (3) the construction quality for the Improvements shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E.s and W.B.E.s) in the design and construction of the Improvement shall be to achieve a minimum of M.B.E. participation of 25% and W.B.E. participation of 5%, based on the total contracted expenditures for the Improvements.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and/or W.B.E. is not available to perform such work. The Department of Purchasing shall determine if any M.B.E. and W.B.E. are available to perform the work needed. If the Department determines that an M.B.E. or W.B.E. is available to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and/or W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

The Minority and Women Business Enterprise progress report required by Section IV of this (Sub)Exhibit C shall be made on forms or on a format established by the City and agreeable to Airline that includes the following items:

(i) the total amount of prime and subcontract awards during the quarter and, for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the Improvements and Common Improvements.

II. Equal Employment Opportunity And Affirmative Action Plan.

The Airline must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan") for the Improvements, which plan is acceptable to the City and the Airline.

The E.E.O./A.A. Plan will be considered in relation to the following goals for employment of women and minorities:

Minority Employment:

25% of skilled hours

40% of laborer hours

Women's Employment:

7% of skilled hours

10% of laborer hours

III. Chicago Residency Goals.

It shall be a goal of the Company that of the total construction worker hours performed in connection with the Project by the contractor and subcontractors in the categories of unskilled construction laborers and

skilled construction trade workers, at least 50% in each category shall be performed by residents of the City. The Airline shall use its best efforts to meet this goal.

IV. Reporting And Compliance.

In the event that there are contracts subject to this (Sub)Exhibit C, at quarterly intervals, beginning ninety (90) days following the execution of this Lease, the Airline shall submit to the City progress reports on forms or on a format established by the City's Department of Purchases, Contracts and Supplies and agreeable to the Airline, that provide required information concerning Airline's compliance with the Airline's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

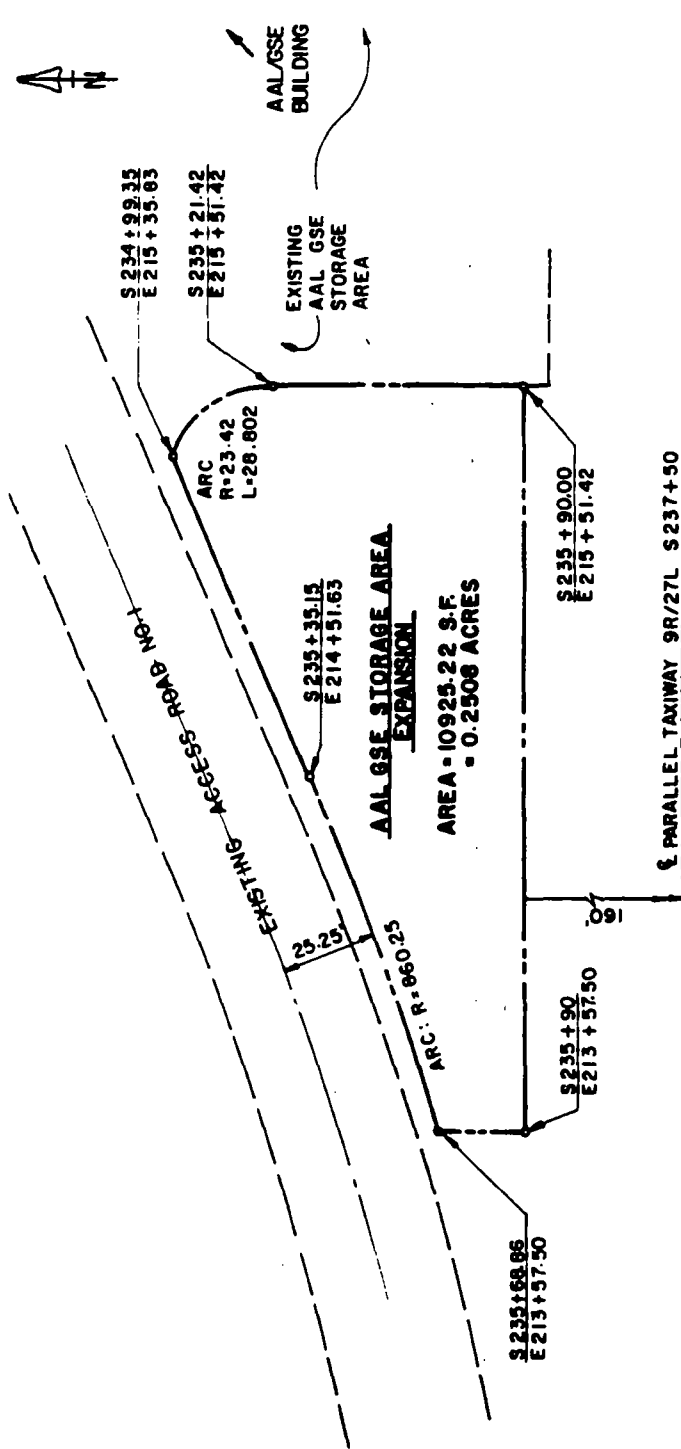
VI. Contracting Authority Of Airline.

Nothing contained herein shall be deemed to supersede the authority and responsibility of the Airline with respect to the contracting process for construction of the Improvements.

(Sub)Exhibit "D".

(To Ground Service Equipment Staging And Storage Facility I Lease Agreement)

(Sub)Exhibit "A".
(To Ground Service Equipment Staging And
Storage Facility I Lease Agreement)



AMERICAN AIRLINES
O'HARE INTERNATIONAL AIRPORT
GSE STORAGE AREA EXPANSION
(FUELERS)

LEASE LIMIT PLAN
SCALE: 1" = 30'

ORD. 0576
SK 092591-A
AAL ORD 238
9/25/91

AUTHORIZATION FOR EXECUTION OF GROUND SERVICE
EQUIPMENT STAGING AND STORAGE FACILITY II
LEASE AGREEMENT WITH AMERICAN AIRLINES,
INC. AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on June 23, 1993) from the Department of Aviation, authorizing execution of a Ground Service Equipment Staging and Storage Facility II Lease Agreement with American Airlines, Inc. for use of space at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body do *Pass* said ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City owns and operates an airport known as Chicago-O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, American Airlines, Inc. ("Airline") desires to lease certain premises at the Airport and to obtain certain rights and privileges with respect thereto in order to provide close-in parking for its ground support service equipment ("Equipment"); and

WHEREAS, City is willing to lease to Airline approximately 44,801 square feet of land northeast of the Airport's Heating and Refrigeration Building as a parking lot for Airline's Equipment, subject to certain terms and conditions; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, an agreement with Airline to lease the premises described therein, such agreement to be in substantially the form attached hereto as Exhibit 1.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

*Ground Service Equipment
Staging And Storage Facility II Lease
Between The City Of Chicago
And American Airlines, Inc.
At Chicago-O'Hare International Airport.*

This Ground Service Equipment Staging and Storage Facility Lease ("Lease") is made and entered into as of this ____ day of _____, 1993, by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Sections 1 and 6(a) of Article VII of the 1970 Constitution of the State of Illinois ("City"), and American Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

Recitals.

Whereas, City owns and operates an airport known as Chicago-O'Hare International Airport ("Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Airline has expanded its activities at the Airport and seeks vacant land convenient to its current operations in order to provide close-in parking for its ground support service equipment; and

Whereas, City is ready, willing, and able to lease to Airline approximately 44,801 square feet of land northeast of the Airport's Heating and Refrigeration Building as a parking lot for Airline's ground support service equipment upon the terms and conditions hereinafter provided.

Now, Therefore, For and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Article I.

1.01 Definitions.

The following words, terms, and phrases shall, for the purposes of this Lease, have the following meanings:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by Airline in accordance with this Lease, other than for reasons of strikes or force majeure, for a period of ninety (90) days.

(2) "Airport" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made; but any land, rights-of-ways, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(3) "Airport Rules and Regulations" means those rules and regulations governing the conduct and operations of the Airport promulgated from time to time by City as identified in Section 7.07 hereof.

(4) "Commissioner" means the Commissioner of the Department of Aviation of City, or such person as he may designate in writing, or any successor to his rights and duties.

(5) "Demised Premises" means that as may be identified on (Sub)Exhibit A of this Lease.

(6) "Environmental Requirements" means all applicable federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to environmental matters.

(7) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

(8) "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil, or any other petroleum products, natural gas, source material, special nuclear material and by-product materials regulated under the Atomic Energy Act (42 U.S.C. §2011, et seq.), pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance", "hazardous waste", or

"toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111½, §1001, et seq.), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute, rule, or regulation or local law, ordinance, rule, or regulation, as amended in each case.

(9) "Improvements" means any construction, lighting, fencing, protective devices, roads, paved areas, sidewalks, or other fixtures added to or made on the Demised Premises by Airline.

(10) "Lease" means this Ground Service Equipment Staging and Storage Facility Lease, as may be hereafter amended or supplemented from time to time in accordance with its terms.

(11) "Special Wastes" refers to those substances as defined in Section 1003.45, Ch. 111 of the Illinois Environmental Protection Act, and as further referred to in Section 809.103 of Illinois Admin. Code, Subtitle G, Ch. 1.

(12) "Work" means the furnishing by Airline of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Improvements, and the carrying out of all the duties and obligations under the terms and conditions of this Lease.

(13) "Work Liaison" means the person designated by the Commissioner to coordinate activities between Airline and the City.

1.02 Interpretation.

Any headings preceding the text of the Articles and Sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Lease, nor shall they affect the meaning, construction, or effect of this Lease. The term "including" shall be construed to mean "including, without limitation". In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Lease refer to this Lease; all section references, unless otherwise expressly indicated, are to sections of this Lease; words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to

include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Lease. All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

1.03 Incorporation Of Exhibits.

The following exhibits attached hereto are made a part of this Lease:

- (Sub)Exhibit A -- The Demised Premises
- (Sub)Exhibit B -- Requirements for Work
- (Sub)Exhibit C -- Affirmative Action Program
- (Sub)Exhibit D -- Contractor's Affidavit

Article II.

2.01 Lease Of Premises.

City hereby leases to Airline, and Airline hereby leases from City, the land depicted and described on (Sub)Exhibit A, attached hereto and incorporated by reference herein, which consists of approximately 44,801 square feet of land, and any Improvements now or hereafter located thereon, together with the rights and privileges hereinafter described ("Demised Premises").

2.02 Reservation Of Easement.

The lease of the Demised Premises is subject to a reservation of easement rights by City for access to any public utilities traversing the Demised Premises. City will give Airline reasonable notice prior to its use of such easement right. City shall indemnify Airline for any losses, judgments or damages resulting from and solely attributable to the negligence of the City, its agents, officials, and employees while present in their official capacity on the Demised Premises.

2.03 Use Of The Demised Premises.

Airline is hereby granted the exclusive use of the Demised Premises, subject to the terms and conditions of this Lease, and to all applicable federal, state and local laws, rules, regulations, codes, ordinances and orders, and to the applicable terms of the 1983 Amended and Restated Airport Use Agreement and Terminal Facilities Lease between City and Airline ("Use Agreement") for the staging, storing and parking of ground support service equipment. The use by Airline of the Demised Premises for uses other than those specified shall require the prior written approval of the Commissioner.

2.04 Exclusive Possession.

Subject to the provisions of this Lease, City covenants that, so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges granted to it hereunder. Airline shall be entitled to lawfully and quietly hold, occupy, and enjoy the Demised Premises during the term of this Lease, provided Airline is not in default of any of its obligations under this Lease.

2.05 Ingress and Egress.

Subject to Airport Rules and Regulations, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises, for its employees, agents, guests, patrons, and invitees, suppliers of materials, furnishers of service, and its equipment, vehicles, machinery and other property. Airline shall not block or otherwise obstruct common use taxiways or access roads with aircraft or groundside vehicles, respectively, at any time or in any manner which will impair or adversely affect the use or operation of said taxiways or access road areas by City or other Airport users.

2.06 Present Condition Of Demised Premises.

Airline, by the execution of this Lease, accepts the Demised Premises in an "as is" condition. Airline shall be responsible for the compliance of the Demised Premises with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, regulations, and orders. Further, City makes no warranty as to the environmental conditions of the Demised Premises. City Makes No Warranty, Either Express Or Implied, As To The Condition Of The Demised Premises Or That The Demised Premises Shall Be Suitable For Airline's Purposes Or Needs. City Shall Not Be Responsible For Any Latent Defect And Airline Shall Not, Under Any Circumstances, Withhold Any Rentals Or Other Amounts Payable To City Hereunder On Account Of

Any Defect In The Demised Premises. By Its Entry Onto The Demised Premises, Airline Accepts The Demised Premises As Being Free And Clear From All Defects And In Good, Safe, Clean, And Orderly Condition And Repair.

2.07 Liens Prohibited.

Airline shall keep its Demised Premises free and clear of any and all liens in any way arising out of the construction, improvement, or use thereof by Airline; provided, however, Airline may in good faith contest the validity of any lien, provided such contest does not impair the title of the City or the City's rights with respect to the Demised Premises. City's title to the Demised Premises and the Airport is and always shall be paramount to the interests of Airline in the Demised Premises. Nothing herein contained empowers Airline to commit or engage in any act which can, shall or may encumber the title of City.

Article III.

3.01 Term.

The initial term of this Lease shall be for a period of five (5) years, commencing on the _____ and terminating on _____ ("Termination Date").

3.02 Extension.

This Lease may be extended for successive five year periods beyond the Termination Date, upon Airline's written request, on the same terms and conditions stated herein, at the sole discretion of the Commissioner; provided, however, that under no circumstances may the Lease be extended beyond the date the Use Agreement is terminated.

Article IV.

4.01 Rent.

(a) At such time and in such manner as set forth in Subsection (b), Airline shall pay City the following rent:

\$.45 per square foot of the Demised Premises per year for 44,801 square feet.

(b) Rent shall begin accruing hereunder on the Commencement Date. From and after the time rent begins so accruing and continuing throughout the term of this Lease, Airline shall pay City, not later than the first business day of each month, one-twelfth of the annual rent as set forth above, for such month. All such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

(c) Rent payable hereunder shall be increased beginning on _____, by multiplying the \$.45 per square foot set forth in Section 4.01(a) above by a fraction, the numerator of which is the Producer Price Index/All Commodities ("P.P.I.") published by the United States Department of Labor, Bureau of Labor Statistics (January 1982=100) for the month of _____, and the denominator of which is the P.P.I. for _____. Upon receipt by Airline of warrants from the City Comptroller based on the recalculated rental, rent, as so adjusted, shall be paid in the manner set forth in Subparagraph (b) above.

If the manner in which the P.P.I. is determined by the Department of Labor is substantially revised, City shall adjust the revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. is discontinued or otherwise becomes unavailable to the public, City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or department, or if no such index is available, a comparable index published by a recognized financial institution, financial publication, or university.

If the computation of aforesaid increase in rent cannot be completed until after the end of the original term, or any renewal term, of this Lease, Airline shall continue to pay rent at the then current rate until the information completing the computation is available. Any shortfall in prior rental payments determined by said computation shall be paid to City within sixty (60) days after the Commissioner supplies Airline with said computation.

4.02 Taxes.

Airline shall be responsible for payment of all applicable taxes levied against the Demised Premises and shall pay such taxes directly to the appropriate taxing agency. Upon the Commissioner's request, Airline shall promptly provide the Commissioner with copies of all notices relating to such taxes and shall provide the Commissioner with a receipt indicating

payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax, including those taxes or charges enacted or promulgated by City.

4.03 Utilities.

Airline shall be responsible for payment of all cost of water, electricity, natural gas, telephone service, and all other utility services for the Demised Premises whether furnished by City or purchased by City on behalf of Airline or furnished by independent contractors.

4.04 Permits, Licenses.

Airline shall be responsible for obtaining at its own expense all necessary governmental approvals, inspections, permits, or licenses needed in connection with the Demised Premises, any business conducted thereon, or any Work performed thereon.

4.05 Late Payments.

Any amount which is not paid when due shall, at the discretion of the Commissioner, bear interest at a rate of 4% higher than the then current prime rate for commercial customers established by the largest commercial bank in Chicago, determined as the basis of total assets.

Article V.

5.01 Construction Of Improvements.

All Work, commenced after the date set forth on page 1 of this Lease, shall be accomplished in accordance with the terms and conditions of this Lease and of (Sub)Exhibit B, attached hereto and incorporated by reference herein, and Work shall not be commenced until Airline has obtained all approvals, permits, and licenses required by any governmental authority or by (Sub)Exhibit B.

5.02 Title.

City and Airline mutually agree that all the proposed Improvements constructed by Airline shall become and remain the property of City.

5.03 Maintenance And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed all maintenance and repair of the Demised Premises and shall keep such Demised Premises clean and free from excessive debris. Airline shall at all times:

- (1) Keep the Demised Premises and all fixtures, equipment and personal property in a clean, safe, and orderly condition and appearance;
- (2) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting, such repairs, replacements, and painting by Airline to be of a quality not inferior to the standards set forth in the appropriate rules and regulations adopted by City for the Airport;
- (3) Control all of its vehicular traffic on the Demised Premises and take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors, and other persons, and employ such means as may be necessary to safely direct the movements of its vehicular traffic;
- (4) Either directly or through a licensed independent contractor, dispose of its garbage, debris and other waste materials (including snow and ice) from the Demised Premises.

(b) If the performance of any of the foregoing maintenance, repair, replacement, or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of airport operations might be involved, Airline shall post guards or erect barriers or other safeguards as required and approved by the Commissioner at such locations.

(c) Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required by the Airport Rules and Regulations or otherwise required to conform to standards prescribed by the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises or by the City at its reasonable discretion.

5.04 Signs.

Any signs installed by Airline on the Demised Premises shall be limited to those which advertise the aircraft support services provided by Airline, or its

sublessees or assigns. The number, general type, size, design, and location of such signs shall be subject to the Airport Rules and Regulations.

5.05 Nondisturbance.

The Work and the operations of Airline and its officials, agents, employees, contractors, guests, patrons and invitees on the Demised Premises shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that Airline is not in conformity with this Section, at the written request of the Commissioner, Airline shall promptly take reasonable steps to conform the demeanor or conduct of Airline or its officials, agents, employees, contractors, guests, patrons, and invitees to the standard set forth in this Section.

5.06 Performance By City Upon Failure Of Airline To Maintain.

In the event Airline fails to perform any obligation set forth in Section 5.03 above for a period of forty-five (45) days after receipt of written notice from the Commissioner so to do, or if such obligation cannot be performed within forty-five (45) days and Airline has not diligently begun to perform or is not continuing to diligently perform such obligation, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, and Airline shall pay City the reasonable cost and expense of such performance when invoiced in addition to any other amounts payable by Airline hereunder. If Airline's failure to perform any such obligation endangers the safety of the public or of employees of City and the notice to Airline so states, the City may perform such obligations if Airline does not immediately proceed to perform such obligations.

Article VI.

6.01 Maintenance And Operation Of Airport.

(a) City shall operate and maintain in a manner consistent with that of a reasonably prudent operator of an Airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment, now or hereafter provided by City, serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones, and other foreign matter, as reasonably as may be done, from taxiways, connections therefrom, and roadways.

(b) City shall supply adequate lighting for the Airport, including landing lights, floodlights, and other field lighting.

(c) City shall use its best efforts to keep the Airport open and in operation for landings and takeoffs of aircraft of any type using facilities similar to the Demised Premises.

6.02 Performance By Airline Upon Failure Of City To Maintain And Operate.

In the event City fails to perform any obligation set forth in Section 6.01 above for a period of forty-five (45) days after receipt of written notice from Airline to do so, or if such obligation cannot be performed within forty-five (45) days and City has not diligently begun to perform or is not continuing to diligently perform such obligation, Airline may perform such obligation of City and do all things necessary to perform such obligation and City shall promptly pay Airline, upon the submission of paid receipts by Airline and verification thereof by City, the reasonable cost and expense of such performance but only out of Airport funds. If City's failure to perform such obligations endangers the safety of the public, of employees of Airline, or Airline's business on the Demised Premises and Airline so states in its notice to City, Airline may perform such obligations if City does not immediately proceed to perform such obligations.

Article VII.

7.01 Compliance With All Laws.

Airline shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Airline and does not jeopardize the health or safety of persons at the Airport or Airport operations. Airline covenants and agrees that this Lease shall be subordinated to the provisions of any existing or future agreement between City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport.

7.02 Compliance With City/State Requirements.

Airline agrees to execute such certificates as may be necessary to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below. Such certifications to be executed by Airline as of the effective date shall be attached hereto and incorporated by reference herein as (Sub)Exhibit D.

(A) Contractor's Affidavit. Airline shall execute a certification in the form provided by City.

(B) Anti-Scofflaw.

(1) In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any of set-off) available to City under this Lease or permitted at law or in equity, City shall be entitled to set-off a portion of any amounts due Airline by City under this Lease in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Airline to City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to City for which the period granted for payment has expired.

(2) Notwithstanding the provisions of Subsection (1), above, no such debt(s) or outstanding parking violation complaint(s) shall be offset from any amounts due Airline from City under this Lease if one or more of the following conditions are met:

- (i) Airline has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Airline is in compliance with the agreement; or
- (ii) Airline is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (iii) Airline has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

(C) Ethics. Airline shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

(D) Anti-Apartheid. Airline shall cause its contractors to comply with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant thereto, subject to any waivers or exceptions which are permissible thereunder. Airline understands and acknowledges that City may declare a default and terminate all existing contracts with Airline if Airline violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (1) a violation of the certifications contained in the Anti-Apartheid Affidavit which is attached hereto as part of (Sub)Exhibit D; (2) the concealment of an existing contractual relationship or entering into such contractual relationship with (a) South Africa, (b) a South African Business, or (c) any business or corporation for the express purpose of assisting in trading with any private or public entity located in South Africa; and (3) the sale to City or installation on the Demised Premises of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which City may have under this Lease, at law, or in equity, and shall entitle City to direct, indirect, special, and consequential damages, and any other appropriate legal or equitable remedy. Further, Airline understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. The fines shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

(E) MacBride Ordinance. The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Airline conducts any business operations in Northern Ireland, it is hereby required that the Airline shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section shall not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.03 Nondiscrimination.

(A) Federal Requirements. Airline shall not (1) fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (2) limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin. Airline shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans With Disabilities Act, P.L. 101-336; and 41 C.F.R. Part 60, et seq. (1990).

(B) State Requirements. Airline shall comply with the Illinois Human Rights Act, Ill. Rev. Stat. Chapter 68, Para. 1-101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Airline shall comply with the Discrimination in Public Contracts Act, Ill. Rev. Stat. Chapter 29, Para. 17, et seq. (1990), amended.

(C) City Requirements. Airline shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended. Further, Airline shall furnish and shall cause each of its contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

7.04 Nondiscrimination In The Use Of The Demised Premises.

This Lease involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program

of the Federal Aviation Administration, and therefore involves activity which serves the public. Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in material compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation. In the event of a breach of the above nondiscrimination covenants by Airline, City shall have the right to terminate this Lease and to reenter and repossess the Demised Premises and the facilities thereon, and hold the same as if this Lease had never been executed.

7.05 Nondiscrimination In Furnishing Services.

As required by applicable federal regulations, Airline agrees to furnish services on a fair, equal and nondiscriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service, provided that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7.06 Affirmative Action Program And M.B.E./W.B.E. Requirements.

Airline assures that it will undertake an affirmative action program which sets forth all applicable federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect. In furtherance thereof, Airline also agrees to implement a program consistent with the provisions of (Sub)Exhibit C, attached hereto and incorporated by reference herein.

7.07 Airport Rules And Regulations.

(a) Airline shall obey all Airport Rules and Regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport Rules and Regulations must be neither (i) inconsistent with the exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days prior written notice of the adoption thereof.

(b) City shall supply Airline with a copy of City's current Airport Rules and Regulations, and revisions thereto as and when made.

(c) Nothing herein shall be construed to prevent Airline from contesting in good faith any Airport Rule or Regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

7.08 Compliance With Environmental Requirements.

(a) Compliance with Environmental Laws. Airline, in conducting any activity or business on or using or occupying the Demised Premises including environmental response or remedial activities, shall be in compliance, at all times, with all local, state and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders and decrees relating to public health and safety, and the environment (collectively referred to as "Environmental Laws"), including but not limited to the Resource Conservation and Recovery Act ("R.C.R.A.") (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("C.E.R.C.L.A.") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("S.A.R.A.") (42 U.S.C. §9601, et seq.), the Clean Air Act ("C.A.A.") (42 U.S.C. §7401, et seq.), the Clean Water Act ("C.W.A.") (33 U.S.C. §1251, et seq.), the Toxic Substances Control Act ("T.S.C.A.") (15 U.S.C. §2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111½, ¶1001, et seq.), and applicable environmental provisions of the Municipal Code of the City of Chicago, as each may be hereafter amended. Provided, however, that Airline may, without being considered to be in breach hereof, contest any application of or alleged violation of such laws as long as such contest is diligently commenced and prosecuted by Airline and does not, in the City's reasonable judgment, jeopardize the health or safety of persons at the Airport or Airport operations.

(b) **Review of Environmental Documents.** Airline, at the request of City, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all of the documents and materials Airline has prepared or has caused to be prepared pursuant to any Environmental Laws, including but not limited to any permit, application or any notice or report of a release or threatened release of Hazardous Materials on, under, into, from or about the Demised Premises. Where practicable Airline shall provide a copy of any permit, application or spill report to the City for review and approval in advance of submitting such documentation to the applicable regulatory agency.

(c) **Access for Environmental Compliance.** City shall have reasonable access to the Demised Premises to inspect the same to confirm that Airline is using the Demised Premises in accordance with any Environmental Laws. If such inspection identifies, in City's reasonable judgment, any noncompliance with applicable Environmental Laws, upon notice of such noncompliance by the City, Airline shall commence action reasonably necessary to correct such noncompliance or, within 15 business days, shall provide follow-up information to the City sufficient to demonstrate, in City's reasonable judgment, that no noncompliance exists.

(d) **Access for Environmental Noncompliance.** If Airline's activity, business or conduct on the Demised Premises results in noncompliance with Environmental Laws and Airline fails, for a period of forty-five (45) days after receipt of written notice by City to either correct such instance of noncompliance or, if such instance of noncompliance cannot reasonably be corrected within such period, fails to begin to diligently perform such correction, in addition to any and all other rights and remedies which may be available, may enter the Demised Premises and take necessary measures to insure the Demised Premises' compliance with Environmental Laws and Airline shall indemnify the City in accordance with the provisions set forth in Article VII.

(e) **Duty to Notify City.** In the event of a release of a spill or other emergency release of Hazardous Materials or Special Wastes to the environment relating to or arising out of Airline's conducting any activity or business on or using or occupying the Demised Premises or in the event any claim, demand, action, notice, cause of action, complaint, enforcement action, citation or legal or administrative proceeding (collectively referred to as "Claim") is made against Airline regarding Airline's failure or alleged failure to comply with any applicable Environmental Laws at the Demised Premises, Airline shall promptly notify City in writing and provide the City with a copy of any such written Claim.

(f) **Environmental Remediation.** The City makes no warranties or representations regarding the presence of Hazardous Materials or Special Wastes on, in or under the Demised Premises. In the event that City is named in any Claim by any party in connection with any environmental contamination on or in the Demised Premises by the Airline or any failure

by Airline to comply with Environmental Laws arising as a result of Airline's activity, business or conduct on or use or occupancy of the Demised Premises, Airline shall indemnify the City in accordance with the provisions set forth in this Agreement. If the presence of any Hazardous Materials or Special Wastes results in any environmental contamination that has arisen due to Airline's activity, business, or conduct, then Airline shall take all actions and incur all Costs necessary to return Demised Premises to substantially the same condition that existed prior to such contamination, provided however, that Airline shall, to the extent practicable, obtain City's written approval prior to any remedial activities on the Demised Premises.

(g) Underground Storage Tanks (U.S.T.s). Airline agrees to maintain, test and monitor any U.S.T.s owned or operated by it on the Demised Premises as required by applicable Environmental Laws. Airline further agrees to repair or remove, if required by any Environmental Laws, at its sole cost and in compliance with Environmental Laws, any U.S.T.s owned or operated by it on the Demised Premises which such testing or monitoring indicates have begun to leak during Airline's ownership or operation of such U.S.T..

7.09 Contractors.

Airline agrees that all of the provisions set forth in this Article VII, except Section 7.08, will be incorporated in all contracts entered into with any suppliers of materials, furnishers of services, contractors of any tier and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Lease. Airline agrees to cause its contractors to execute such certificates as may be necessary in furtherance of these provisions. Such certifications shall be attached and incorporated by reference in the contracts. In the event that any contractor is a partnership or joint venture, Airline shall also include provisions in its contract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

Article VIII.

8.01 Exercise By City Of Governmental Functions.

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted hereunder or under any other written agreement between Airline and City. Nothing herein shall be construed to prevent Airline from contesting in good faith

any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

8.02 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the grant to Airline of an exclusive right to use Airport facilities or to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others at the Airport similar privileges and rights.

Article IX.

9.01 Insurance.

(a) Airline shall procure and maintain at all times, at Airline's own expense, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Lease, whether performed by Airline, Airline's contractors or subcontractors. The kinds and amounts of insurance required are as follows:

(1) **Workers' Compensation And Occupational Disease Insurance.**

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Lease. Such insurance shall include employer's liability coverage with limits of not less than \$500,000 each accident or illness.

(2) **Commercial Liability Insurance (Primary And Umbrella).**

Commercial Liability Insurance or equivalent coverage with limits of not less than \$50,000,000, per occurrence, combined single limit, for bodily injury and property damage liability and personal injury. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground, and contractual liability coverages. City shall be named as an additional insured.

(3) **Automobile Liability Insurance.**

When any motor vehicles are used in connection with work to be performed by or on behalf of Airline, Airline shall provide Automobile Liability Insurance with limits of not less than \$2,000,000, per occurrence, combined single limit, for bodily injury and property damage. City shall be named as an additional insured.

(4) **All Risk Blanket Builder's Risk Insurance.**

When Airline undertakes any Work at the Airport including improvements, betterments, or repairs, Airline shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, if applicable, earthquake, and flood.

(5) **Professional Liability Insurance.**

When any architects, engineers, or consulting firms perform Work in connection with this Lease, Professional Liability Insurance shall be maintained with limits of \$1,000,000. The policy shall have an extended reporting period of two (2) years. When policies are reviewed or replaced, the policy retroactive date must coincide with, or precede, start of Work on the contract.

(b) Airline will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Lease, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease.

(c) The insurance hereinbefore specified shall be carried during the term of this Lease. Failure to carry or keep such insurance in force shall constitute a violation of the Lease, and City reserves the right to terminate this Lease until proper evidence of insurance is provided.

(d) All insurance policies shall provide for thirty (30) days written notice to City prior to the effective date of any change, cancellation, or termination of such coverage.

(e) Airline shall require all contractors to carry the insurance required herein, or Airline may provide the coverage for any or all contractors or subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

(f) Airline expressly understands and agrees that any insurance coverages and limits furnished by Airline shall in no way limit Airline's liabilities and responsibilities specified within the Lease, in equity, or by law.

(g) Airline hereby waives, and shall cause each of its contractors, to waive its rights of subrogation against City, including City's appointed and elected officials, agents, and employees.

(h) Airline expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by Airline under this Lease.

(i) Airline shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by City.

(j) City maintains the right to modify, delete, alter or change the requirements set forth under this Section 9.01 in accordance with A.C.I. -- N.A. standards which may be published from time to time or other applicable industry standards. City shall provide Airline with thirty (30) days notice of any changes under this section.

9.02 Untenantable Conditions.

If the Demised Premises occupied by Airline hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered untenable, then, unless City provides Airline with alternative Demised Premises, (a) Airline shall not be obligated to pay rent for such untenable portion during such time as it remains untenable, and (b) if such untenable portion remains untenable for more than one year, Airline shall be entitled, upon forty-five (45) days prior written notice to City, to delete such untenable portion from its Demised Premises; provided, however, that there shall be no abatement or reduction of rent or deletion from its Demised Premises where the untenable condition is caused by the willful or negligent act or omission of Airline, its agents, employees, licensees, contractors, subcontractors, or invitees.

Article X.

10.01 Indemnity.

(a) Airline agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, officers, agents, and employees, from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, and settlements, including, without limitation, payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of:

- (1) the willful misconduct, negligent, or tortious act or omission of Airline, its agents, employees, licensees, contractors, or subcontractors;
- (2) Airline's use or occupancy of the Demised Premises;
- (3) the violation by Airline of any agreement, warranty, covenant, or condition of this Lease; and
- (4) suits alleging violations of any federal or state laws as a result of any actions taken by Airline or obligations imposed upon Airline pursuant to this Lease; and Airline will, at its own cost and expense, defend all such claims, demands, and suits, whether frivolous or not.

(b) City shall promptly notify Airline of each claim, action, proceeding, or suit in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim, action, proceeding, or suit, and shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by City related thereto.

(c) Without limiting the generality of any other provision hereof, Airline shall reimburse City for the reasonable cost of any and all attorney's fees and investigation expenses and any other reasonable costs incurred by City in the defense and handling of said suits and claims and in enforcing the provisions of this Lease.

10.02 Non-liability Of Public Officials.

Unless otherwise provided by law, no official, employee, or agent of City shall be charged personally by Airline, or by any assignee or contractor of Airline, with any liability or expenses of defense, or be held personally liable

to them under any term or provision of this Lease, or because of City's execution or attempted execution, or because of any breach hereof.

Article XI.

11.01 Abatement In The Event Of Closing.

In the event that for a period of time in excess of five (5) consecutive days the Airport or Demised Premises is closed by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise, then the rent payable by Airline shall abate for the period of such closing.

11.02 Abatement On Account Of Casualty.

If due to damage or destruction by fire or other casualty (other than those caused by Airline) any of the facilities to be furnished by City outside the Demised Premises hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on and from the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on and from the Demised Premises is impaired by such damage or destruction, unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to furnish adequate temporary substitute facilities and repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than thirty (30) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall have no liability to Airline for City's failure to furnish temporary substitute facilities or for City's failure to restore such facilities expeditiously.

Article XII.

12.01 Events Of Default.

Each of the following shall be an "Event of Default" under this Lease:

(a) Airline shall take the benefits of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors;

(b) Airline shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Airline under any chapter of the Code;

(c) By order or decree of a court, Airline shall be adjudged a debtor or bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within ninety (90) days of its issuance;

(d) A petition under any chapter of the Code or an action under any federal or state insolvency statute shall be filed against Airline and shall not be dismissed or stayed within ninety (90) days after being filed thereof;

(e) By or pursuant to, or under authority of any legislative act, resolution or rule, or order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official shall take possession or control of all or substantially all of the property of Airline and such possession or control shall continue in effect for a period of ninety (90) days;

(f) Airline shall become a corporation in dissolution;

(g) The letting, license or other interest of or rights of Airline hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Subparagraphs (a) through (e) of this Section 12.01;

(h) Airline shall fail to duly and punctually pay any rents required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to City pursuant to this Lease, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Airline by City;

(i) Airline shall fail to keep, perform, and observe any promise, covenant, or other provision of this Lease, other than the obligation to pay rent, for a period of forty-five (45) days after written notice specifying such failure and requesting that it be remedied is given to Airline by City;

provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such forty-five (45) day period, shall not give rise to City's right to terminate this Lease if corrective action is instituted by Airline within such forty-five (45) day period and diligently pursued until the failure is remedied;

(j) Any lien shall be filed against the Demised Premises or any portion thereof resulting from any act or omission of Airline, and shall not be discharged within forty-five (45) days, unless Airline shall within the aforesaid forty-five (45) days furnish City such security as the Commissioner in his discretion determines to be adequate to protect the interests of City;

(k) Airline shall cease using or abandon substantially all of its Demised Premises for a period of ninety (90) days;

(l) Airline shall make any purported Transfer (as defined in Section 13.01) without the consent of City as set forth in Article XIII;

(m) Airline shall fail to maintain its corporate existence, or to remain duly qualified to do business in the State of Illinois, or Airline shall dissolve or otherwise dispose of all or substantially all of its assets, or shall consolidate with or merge into another corporation; provided, however, that it shall not be an Event of Default if Airline consolidates with or merges into another directly or indirectly owned subsidiary of AMR Corporation; or

(n) City shall declare Airline in default under its 1983 Use Agreement.

12.02 Termination By City.

(a) Whenever an Event of Default has occurred and is continuing, City may, at its option, with fifteen (15) days prior notice of such Event of Default:

(1) terminate this Lease and the letting, licenses, and other rights of Airline hereunder, without discharging any of Airline's obligations hereunder and, at City's further option, exclude Airline from its Demised Premises; or

(2) without terminating this Lease, exclude Airline from its Demised Premises and attempt to lease such Demised Premises to another party for the account of Airline, holding Airline liable for all payments due hereunder up to the effective date of such leasing and for the excess over the rentals and other amounts which are paid by such new party under such new agreement, if any, of other amounts payable by Airline under this Lease for the remainder of the term of this Lease.

(b) In addition, City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect rent and any other amounts payable by Airline hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant of Airline under this Lease.

(c) All rights and remedies hereinbefore given to City and all rights and remedies given to City by law or in equity shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Demised Premises shall deprive City of any of City's remedies or actions against Airline for rent or for any other sum required to be paid to City pursuant to this Lease, or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the Demised Premises.

12.03 Removal Of Airline Property.

(a) The personal property financed and placed or installed by Airline in its Demised Premises shall remain the property of Airline and must be removed on or before the expiration of the term or the expiration of any extension or renewal thereof at Airline's sole risk and expense. Any physical damage to the Airport, the Demised Premises, or any fixtures located therein, resulting from such removal shall be paid for by Airline. In the event of the termination of this Lease, by default or otherwise, Airline shall have sixty (60) days after such termination during which to remove such property; provided, however, City shall have the right to assert such liens against said property as City may by law be permitted. So long as any such property remains in the Demised Premises, Airline's obligation to pay City rent and any other sums which may be due the City under the Lease shall continue.

(b) If Airline's property is not removed as herein provided, City may, at its option and to the extent otherwise provided by applicable law, deem such property abandoned and keep such property or after written notice to Airline and at Airline's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of sixty (60) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Airline to City, and any balance remaining shall be paid to Airline.

12.04 No Waiver By City.

A failure by City to take any action with respect to any default or violation by Airline of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights

of City to act with respect to any prior, contemporaneous, or subsequent violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

12.05 Attorney's Fees And Expenses.

In the event Airline defaults under this Lease and City employs attorneys or incurs other expenses for the collection of Airline rent or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, within thirty (30) days after written demand which shall include a detailed description of the fees and expenses, pay to City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by City as a result of such default.

Article XIII.

13.01 Sublease, Assignment, Or Other Transfer.

(a) Airline covenants that it will not assign, sublet, transfer, convey, sell, mortgage, pledge, or encumber (any of the foregoing events being referred to as a "Transfer") the Demised Premises or any part thereof, or any rights of Airline hereunder or any interest of Airline in this Lease, without in each instance having first obtained the prior written consent of City as set forth below, which consent the City agrees will not be withheld or delayed unreasonably; provided, however, that without such consent, Airline may assign its rights under this Lease to another directly or indirectly owned subsidiary of A.M.R. Corporation with which Airline may merge or consolidate in accordance with Article XIII. The consent of the City Council on behalf of City shall be required for any Transfer of (i) all of Airline's Demised Premises, (ii) all rights of Airline hereunder, or (iii) all of Airline's interest in this Lease. The consent of the Commissioner on behalf of City shall be required for any other Transfer. Consent by City to any type of Transfer described in this paragraph or elsewhere in this Lease shall not in any way be construed to relieve Airline, its successors or assigns from obtaining further authorization from City for any subsequent Transfer of any nature whatsoever.

(b) Notwithstanding any Transfer, with or without City consent, Airline shall remain fully liable for the payment of all of its rent and fully

responsible for the performance of all of its other obligations hereunder, unless otherwise agreed by the City in writing.

(c) Any and all requests by Airline for consent under Paragraph (a) of this Section 13.01 shall be made in writing by certified mail to City and shall include copies of the proposed documents of Transfer. Said documents of transfer shall completely disclose any and all considerations made or to be made to Airline for said Transfer.

(d) If any Transfer shall occur, whether or not prohibited by this Section 13.01, City may collect rents and other sums to be paid under the Lease from any assignee, sublessee, or other transferee of Airline, and in such event shall apply the net amount collected to rents and other sums to be paid under the Lease payable by Airline hereunder without such action by City releasing Airline from this Lease or any of its obligations hereunder. If any Transfer prohibited by this Section 13.01 shall occur without consent of City and City collects rents and other sums to be paid under the Lease from any assignee, sublessee or other transferee of Airline, and applies the net amount collected in the manner described in the preceding sentence, such actions by City shall not be deemed to be a waiver of the covenant contained in this Section 13.01, or constitute acceptance of such assignee, sublessee, or transferee by City.

13.02 City's Right To Assign.

The City reserves the right to assign or transfer all or any part of its interests hereunder.

Article XIV.

14.01 Notices.

All notices to City provided for herein shall be in writing and may be delivered personally or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline. All notices to Airline provided for herein shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed to American Airlines, Inc., P.O. Box 619616, MD 4213, Dallas Fort Worth Airport, Texas 75261 or 4555 Amon Carter Boulevard, MD 4213, Fort Worth, Texas 76155, Attention: Vice President -- Corporate Real Estate or to such other address as Airline may designate from time to time by notice to City. Notices sent by mail shall be deemed given three days after mailing.

Notices personally delivered or notices sent by any method other than by mail shall be deemed given upon delivery.

Article XV.

15.01 City's Right Of Entry.

City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Demised Premises for the purpose of inspecting the same, for emergency repairs to utility systems, and for any other purpose necessary for, incidental to, or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions.

15.02 Force Majeure.

(a) Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limiting the generality hereof, strikes, boycotts, picketing, slow-downs, work stoppages, or other labor actions affecting City or Airline, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption is a result of the negligence of that party; provided that nothing in this Section 15.02 is intended or shall be construed to abate, postpone, or in any respect diminish Airline's obligations to make any payments due City pursuant to this Lease.

(b) City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any applicable federal, state, county, or municipal law, rule, regulation, requirement, order, or directive.

(c) Airline shall not be liable for the performance of any obligation of Airline hereunder if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the Federal Aviation Administration or other government authority substantially affecting Airline's use of the Airport, however, that none of the foregoing is due to any fault of Airline.

15.03 [Intentionally Left Blank.]

15.04 No Partnership Or Agency.

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Airline the general representative or agent of City for any purpose whatsoever.

15.05 Conflict Of Interest.

Airline hereby represents and warrants that it is not, and, to the best of Airline's knowledge its contractors are not in violation of Chapter 2-156 of the Municipal Code of Chicago. Any contract negotiated, entered into or performed in violation of said chapter shall be invalid and without any force whatsoever.

15.06 Representatives.

City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for City and Airline, respectively, with respect to any actions to be taken by either of them under the the terms of this Lease. Except as specifically set forth herein, for the purpose of actions to be taken by it or by the Commissioner, City's representative shall be the Commissioner. Airline's representative shall be Airline's general manager at the Airport or his/her designee. Any party hereto may change its designated representative by notice to the other party pursuant to the provisions of Section 14.01.

Article XVI.

16.01 Entire Agreement.

This Lease, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Lease that are not expressly addressed herein and therein.

16.02 Counterparts.

This Lease is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

16.03 Amendments.

No changes, amendments, modifications, cancellation, or discharge of this Lease, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

16.04 Governing Law.

This Lease shall be governed in accordance with the laws of the State of Illinois. Airline hereby irrevocably submits to the original jurisdiction of those state or federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.

16.05 Consent To Service Of Process And Jurisdiction.

All judicial proceedings brought by Airline with respect to this Lease shall be brought in Cook County, Illinois, and by execution and delivery of this Lease, Airline accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Airline irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Lease in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Airline in the courts of any other jurisdiction.

16.06 Severability.

If any provisions of this Lease shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not

have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Lease shall not affect the remaining portions of this Lease or any part thereof.

16.07 Assigns.

All of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

16.08 Cooperation By Parties.

The parties hereby agree to use good faith in the performance of this Lease and to cooperate with each other. Airline further agrees to implement such measures as may be necessary to ensure that its staff and, to the extent otherwise required herein, and its contractors shall be bound by the provisions of this Lease. If this Lease is terminated for any reason, or if it expires by its own terms, Airline shall make every reasonable effort to assure an orderly transition to another fixed base operator or provider of general aviation services, if any; orderly demobilization of its own operation; and the uninterrupted provision of fixed base operations and general aviation services. During any transition period Airline shall otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration of this Lease.

16.09 Consents And Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by City shall be made by the Commissioner.

Article XVII.

17.01 Condemnation.

(a) Any condemnation or taking of such a substantial part of the Demised Premises that results in the Demised Premises being unsuitable or incapable of being used for the purposes stated herein, is hereafter referred to as a "Total Taking". In the event of a Total Taking, this Lease shall be terminated as of the earlier to occur of the date of the filing of the petition to

condemn or the date of the Total Taking. Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

(b) In the event of a taking of the Demised Premises other than a Total Taking (a "Partial Taking"), this Lease shall remain in effect as to the remaining portion of the Demised Premises and, if the proceeds of any award received by City on account of such Partial Taking are sufficient to restore or replace the Demised Premises so taken, City shall deposit the proceeds of the award with respect to the Demised Premises in a construction fund and City shall forthwith (subject to unavoidable delays) apply such proceeds to the restoration or replacement of the Demised Premises so taken as nearly as possible to (i) such condition, character and utility value as existed prior to such Partial Taking or (ii) to such other condition, character and value as may be agreed upon by City and Airline. If for any reason the proceeds of an award received by City for a Partial Taking are in excess of the amount necessary to restore or replace the Demised Premises, the amount of such excess shall be paid to City. If such proceeds are insufficient to replace or restore the Demised Premises as provided in (i) and (ii) above, City shall not be required to restore or replace in excess of the proceeds of such awards, and Airline may, at its option, terminate the Lease upon thirty (30) days written notice to the City, and Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

Any rent due the City by Airline shall be subject to abatement in an amount directly proportional to the extent Airline's ability to conduct normal operations on and from the Demised Premises is impaired by such condemnation, unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so condemned; provided, however, that if City fails to furnish adequate temporary substitute facilities so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than thirty (30) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall have no liability to Airline for City's failure to furnish temporary substitute facilities or for City's failure to restore such facilities expeditiously.

Article XVIII.

18.01 City's Authority.

This Lease is authorized by an ordinance passed by City of Chicago City Council on _____ (pp. _____).

18.02 Airline's Authority.

Execution of this Lease by Airline is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Airline have been made with complete and full authority to commit Airline to all terms and conditions of this Lease, including each and every representation, certification and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

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 Airline Aviation-O'Hare, Inc., has caused this Lease to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

City of Chicago

Approved:

Richard M. Daley, Mayor

Commissioner of Aviation

Attest:

City Comptroller

City Clerk

As To Form And Legality:

Corporation Counsel

American Airlines, Inc.

By: A. Jayne Allison

Its: Vice President - Corporate
Real Estate

Signature: _____

By: Charles D. Marlett

Its: Corporate Secretary

Signature: _____

[(Sub)Exhibit "A" attached to this Ground Service
Equipment Staging and Storage Facility II
Lease Agreement printed on page 35250
of this Journal.]

(Sub)Exhibits "B", "C" and "D" attached to this Ground Service Equipment
Staging and Storage Facility II Lease Agreement read as follows:

(Sub)Exhibit "B".

*(To Ground Service Equipment Staging And Storage
Facility II Lease Agreement)*

*The Following Procedures Shall Apply During The Planning, Design,
Fabrication, Installation, Construction, Start-Up And Testing
(Collectively, The "Work") Of Any Improvements
Made To The Demised Premises:*

1. Responsibilities And Obligations Of Airline.

- (a) Airline shall perform the Work, or cause the Work to be performed, on the Demised Premises. Airline may award contracts for the Work to be performed using the fast track construction procedures described below, but the Airline shall remain responsible for the Work. In order to expedite the Work, Airline may negotiate as well as competitively bid its contracts.
- (b) Airline agrees that it will complete the Work, or cause the Work to be completed, with all reasonable diligence.
- (c) Airline shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.
- (d) Airline shall not under any circumstances utilize the services of any entity which, to its knowledge, after due inquiry, is barred from contracting with the City pursuant to any law, ordinance, rule or regulation.

2. Airline Coordination With City.

- (a) The Commissioner shall designate a Work Liaison to represent the City in all matters relating to the performance of the Work hereunder and shall constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this (Sub)Exhibit B in which the City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Airline is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on the City, in whole or in part, for the professional or technical accuracy of the Airline's Work to be provided hereunder. The Work Liaison shall be the final arbiter of any decision to be made or consent or approval to be given under this (Sub)Exhibit. The Work Liaison shall further assist Airline in coordinating Airline's Work with other projects and operations at the Airport and in Airline's contacts with any federal, state or local government agencies. Airline will provide reasonable administrative space for the Work Liaison on or contiguous to the Demised

Premises. The Work Liaison shall provide such personnel only as may be needed from time to time.

- (b) Airline shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the project, and further, in accordance with O'Hare Rules and Regulations in existence at the time the Work commences and such other reasonable construction procedures and standards as may be established or approved by the City for the project. Such procedures and standards will not impose on the Airline stricter or more rigid procedures or standards than are then being applied to other airlines at the Airport. Such procedures and standards will be established by the City in a timely manner and made available to the Airline upon its request.

3. Requirements For Work.

(a) Project Planning, Design and Fabrication Phase: Airline shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans and specifications for the Improvements for review and comment by the Work Liaison. Such drawings, plans and specifications, and all amendments thereto, shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld. The Work Liaison will approve, conditionally approve or disapprove submissions of any such drawings, plans and specifications within fifteen (15) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Airline intends to adopt fast track construction procedures, Airline must still complete each contract package to a reasonable level of detail (including alternate designs selected by the Airline for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Airline shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Fast track Construction Procedures: Airline will conform with Sections 1 -- 7 (submittal and review procedures) of the Chicago O'Hare International Airport Design and Construction Standards.

This is to say that:

- (i) Airline will submit a description of the Project for conceptional approval in order to allow the architectural and engineering team to proceed with subsoil investigation and topographical survey of the sites.
- (ii) Upon completion of the two items stated in (i) above, the Schematic Design Phase for each construction phase (insofar as they are not combined) will be submitted for approval.
- (iii) After approval of the Schematic Design Phase, scope drawings and outline specifications will be submitted for approval under the Design Development Phase for each construction phase (insofar as they are not combined).
- (iv) After approval of the Design Development Phase and beginning with the Construction Document Phase, the architectural and engineering team will submit for approval specific items such as foundation drawings, site improvements, et cetera, in order to allow Airline's contractor to start construction prior to approval of the Construction Document Phase, as a whole.

All submittals referenced above should be considered the minimum number of submittals. City may reasonably direct Airline to provide other submittals as required. The Airline and its architectural/engineering/contractor team will work with the Commissioner of the Department of Aviation and the Work Liaison in order to ensure a smooth process during the design development and construction document phases as well as ensuring compliance with all Design and Construction Standards for the Airport. City recognizes that the fast track procedures are being used and acknowledges that the City's approval of various elements of the Work will be required on a timely basis.

(c) Airline to Provide Information: Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the Work, Airline shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Airline's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support

detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) Airline's initial and updated cost estimates for the Improvements, individually and aggregated.

(d) Installation, Construction, Start-Up and Testing Phase:

(i) The Work Liaison shall have the right to monitor the Work on the Improvements to assure that the facilities which comprise the Improvements are installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing of the Improvements, Airline's Project Manager shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- contracts for services, labor and materials;
- material certificates and samples;
- approved shop drawings;
- lien waivers, payrolls, and requests for payment by contractors of any tier;
- progress reports;
- notification of substantial completion of the Improvements and final acceptance thereof;
- maintenance and operations manuals in connection with building systems;
- as-built drawings;
- warranties;
- test and start-up results; and
- any other documents related to the Improvements which may be reasonably requested by the City.

- (ii) No change order which materially changes the scope of the Work or the Improvements shall be implemented by Airline without review and approval by the Work Liaison. The Work Liaison will approve, conditionally approve or disapprove submissions of change orders within fifteen (15) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.

- (iii) In the event the Work Liaison determines that the Work is at material variance from the approved drawings, plans and specifications or applicable standards, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with its contractors. Until it has been determined by the Work Liaison that the Work has been performed without material variance from the approved drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Airline, (i) suggest to Airline that Airline withhold payments from any contractor or subcontractor which has performed, in the judgment of the Work Liaison, Work which is at material variance from the approved drawings, plans and specifications, or applicable standards or (ii) suggest to Airline that it stop Work on any portion of the Improvements directly affected by such variance from the approved drawings, plans, specifications and applicable standards. If Airline's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Airline to stop any other Work on any portion of the Improvements that are at variance with the approved drawings, plans, and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved drawings, plans and specifications or applicable standards shall be corrected or replaced by Airline, directly or through its contractors, provided that the Work Liaison has informed Airline of such variance within ten (10) business days following the performance of such Work, unless the variance affects the structural integrity or safety of the Improvements or the variance could not have been

discovered with due diligence, in which case the Work Liaison shall inform Airline of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Airline within thirty (30) days following notice from the Work Liaison to Airline, the Work Liaison may cause such work to be corrected or replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Airline shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such Work.

4. Compensation To City.

- (a) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with Subparagraph (c) below, Airline shall compensate the Work Liaison for the cost of those services provided by the Work Liaison. The Work Liaison agrees to keep its costs as low as reasonably practicable, provided, however, that in no event shall the aggregate amount of reimbursement to the Work Liaison hereunder exceed in any equal year any Work that is or has been performed an amount equal to one and one-half percent (1½%) of the aggregate expenditures during such year for the Work on the Improvements, and, provided, further however, that the Work Liaison shall be entitled to an equitable adjustment of such amount in proportion to any increase in its services as a result of a change in the scope of Work or in the Improvements.
- (b) During the continuation of Work, the Work Liaison shall provide Airline with an estimate of the Work Liaison's required manhours and budgets each month, with regard to its services. Thereafter, on a semi-annual basis, the Work Liaison shall provide Airline with a detailed review and analysis of actual manhours and expenditures against estimates, including reallocation of budgets if required, with regard to its services. More frequent reviews will be provided upon Airline's reasonable request therefor.
- (c) The Work Liaison shall provide Airline with monthly invoices that describe time charges for the Work Liaison staff assigned to the Improvements, and any other costs associated with the services provided by the Work Liaison. Airline may, within ten (10) days of such provision, request a meeting with the Work Liaison to review and discuss such invoices.

The Work Liaison shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline may further request, at Airline's expense, City to review and audit Work Liaison invoices related to the Improvements at any time. Airline shall, upon reasonable request therefor, receive copies of all such audits performed by City and may interview the personnel who performed such audits. In no event shall Airline withhold from the Work Liaison the payment of any undisputed amount.

5. Access To Work Site.

Airline, and its architects, engineers, materialmen, and contractors of any tier, shall have, at their own risk, full and complete access to the Demised Premises and such other areas in the Airport as may be necessary to perform Work on the Improvements, provided that such access shall not reasonably interfere with the operations of or other projects at the Airport. The Work Liaison shall have authority to arrange, and shall arrange such access in a timely fashion. Notwithstanding any other statements herein, it is Airline's responsibility to coordinate its Work with the operations of and all other projects at the Airport. Airline is solely responsible for any costs relating to such coordination.

6. No Warranty By City.

Airline warrants that it has inspected the Demised Premises, and any other areas in the Airport as may be necessary; it was permitted access to any person or information in connection with its investigation of the Demised Premises and such areas; that the time for such investigation was adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the Work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever made regarding the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface, subsurface or environmental, which may be encountered at the Demised Premises or such other areas.

(Sub)Exhibit "C".

**(To Ground Service Equipment Staging
And Storage Facility II Lease Agreement)**

I. Equal Employment And Affirmative Action.

Paragraph 1. Minority And Women Business Enterprises.

Airline shall provide for the participation of Minority and Women Business Enterprises in the design and construction of the Improvements. To this end, the Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure agreeable to the Airline and the City.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporation construction project. Neither Airline nor its contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction projects. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Butler's Minority and Women Business Enterprise program, the Airline shall establish a Minority and Women Business Enterprise liaison with City's Department of Aviation and with the City's Department of Purchases, Contracts and

Supplies for the Improvements. Further, all personnel of Airline and all others with responsibilities in the supervision of contracts for the Improvements are to see that actions are performed consistent with the affirmative action goals of this (Sub)Exhibit C.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be with utilization of Minority Business Enterprises (M.B.E.s) and Women Business Enterprises (W.B.E.s) certified by the City of Chicago subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. These goals shall be administered in a manner to assure the City and Airline that: (1) the Improvements shall be completed at a reasonable and acceptable cost to Airline, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Airline and City and, (3) the construction quality for the Improvements shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E.s and W.B.E.s) in the design and construction of the Improvement shall be to achieve a minimum of M.B.E. participation of 25% and W.B.E. participation of 5%, based on the total contracted expenditures for the Improvements.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and/or W.B.E. is not available to perform such work. The Department of Purchasing shall determine if any M.B.E. and W.B.E. are available to perform the work needed. If the Department determines that an M.B.E. or W.B.E. is available to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and/or W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

The Minority and Women Business Enterprise progress report required by Section IV of this (Sub)Exhibit C shall be made on forms or on a format

established by the City and agreeable to Airline that includes the following items:

(i) the total amount of prime and subcontract awards during the quarter and, for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the Improvements and Common Improvements.

II. Equal Employment Opportunity And Affirmative Action Plan.

The Airline must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan") for the Improvements, which plan is acceptable to the City and the Airline.

The E.E.O./A.A. Plan will be considered in relation to the following goals for employment of women and minorities:

Minority Employment:

25% of skilled hours

40% of laborer hours

Women's Employment:

7% of skilled hours

10% of laborer hours

III. Chicago Residency Goals.

It shall be a goal of the Company that of the total construction worker hours performed in connection with the Project by the contractor and subcontractors in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by residents of the City. The Airline shall use its best efforts to meet this goal.

IV. Reporting And Compliance.

In the event that there are contracts subject to this (Sub)Exhibit C, at quarterly intervals, beginning ninety (90) days following the execution of this Lease, the Airline shall submit to the City progress reports on forms or on a format established by the City's Department of Purchases, Contracts and Supplies and agreeable to the Airline, that provide required information concerning Airline's compliance with the Airline's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

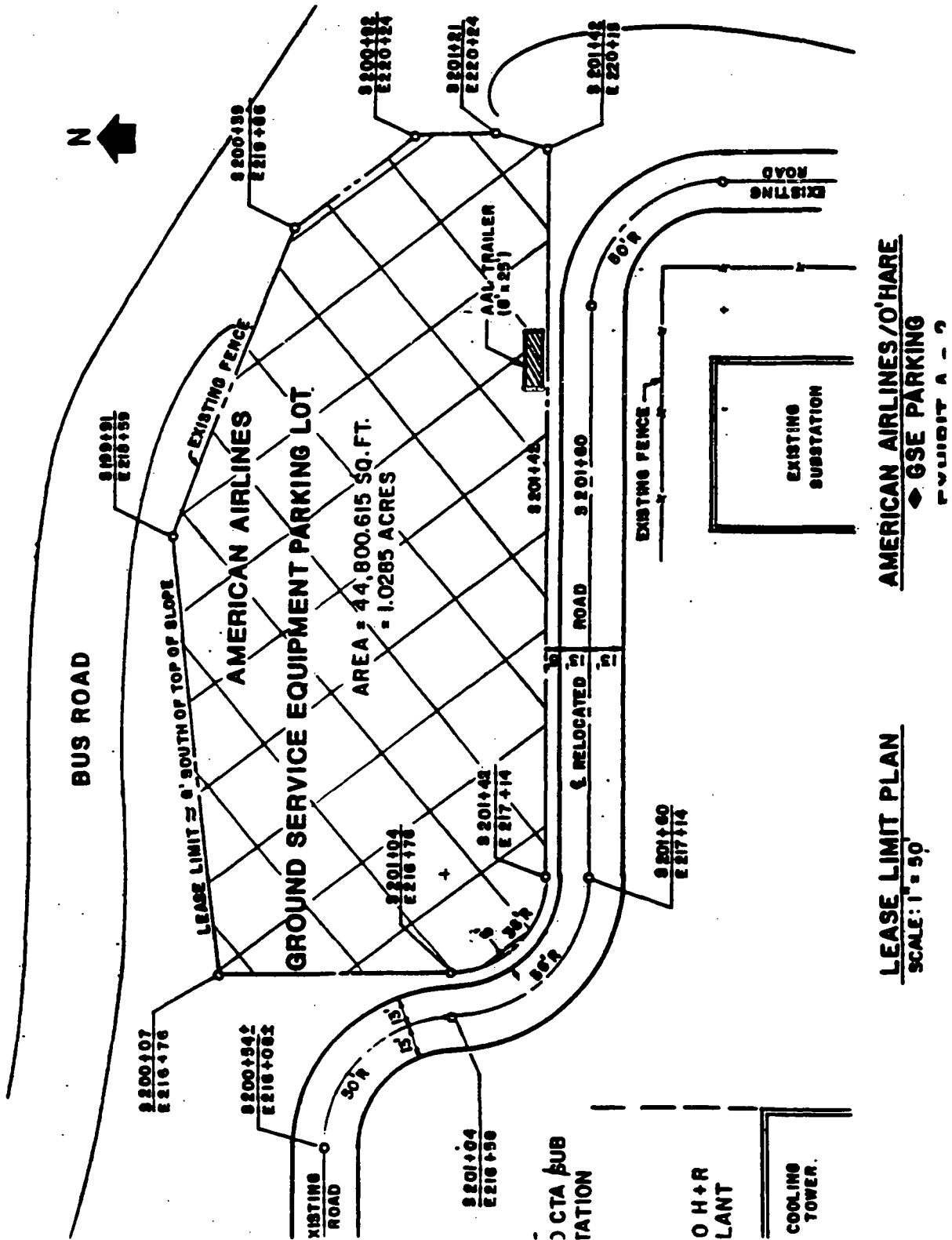
V. Contracting Authority Of Airline.

Nothing contained herein shall be deemed to supersede the authority and responsibility of the Airline with respect to the contracting process for construction of the Improvements.

(Sub)Exhibit "D".

(To Ground Service Equipment Staging And
Storage Facility II Lease Agreement)

(Sub)Exhibit "A".
(To Ground Service Equipment Staging And
Storage Facility II Lease Agreement)



AMERICAN AIRLINES/O'HARE
GSE PARKING
EXHIBIT A - 2

LEASE LIMIT PLAN
SCALE: 1" = 50'

AUTHORIZATION FOR AMENDMENT TO HANGAR
AND HANGAR SITE LEASE AGREEMENT WITH
AMERICAN AIRLINES, INC. AT CHICAGO
O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on June 23, 1993) authorizing execution of an amendment to a Hangar and Hangar Site Lease Agreement with American Airlines, Inc., for use of space at Chicago O'Hare International Airport (15,843 acres of land), begs leave to report and recommend that Your Honorable Body do *Pass* said ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City owns and operates an airport known as Chicago-O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, City and American Airlines, Inc. ("Airline") entered into a certain Hangar and Hangar Site Lease dated as of January 1, 1959 ("1959 Hangar Lease") and a certain Hangar and Hangar Site Lease authorized as of December 16, 1969 ("1969 Hangar Lease" (collectively, the "Hangar Leases") for premises at Airport; and

WHEREAS, Pursuant to the terms of the Hangar Leases, Airline has constructed and currently operates an aircraft maintenance hangar at the Airport; and

WHEREAS, Airline desires to lease certain premises at the Airport and to obtain certain rights and privileges with respect thereto in order to construct 2,004 additional employee parking spaces; and

WHEREAS, City is willing to lease to Airline an additional parcel of approximately 15.843 acres of land, subject to certain terms and conditions; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, an amendment to the 1959 Hangar Lease in substantially the form attached hereto as "Exhibit 1", upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality.

SECTION. 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

This Amendment to Hangar and Hangar Site Lease (the "Amendment") is entered into this ____ day of _____, 1993 by and between the City of Chicago, ("City") and American Airlines, Inc., a Delaware corporation ("Airline").

Recitals.

Whereas, City and Airline have entered into a certain Hangar and Hangar Site Lease dated as of January 1, 1959 ("1959 Hangar Lease") and a certain Hangar and Hangar Site Lease authorized as of December 16, 1969 ("1969 Hangar Lease") collectively, the "Hangar Leases"; and

Whereas, Both Hangar Leases provided for the use and enjoyment by Airline of certain premises owned by the City and located at Chicago-O'Hare International Airport (the "Airport"); and

Whereas, Pursuant to the terms of the Hangar Leases, Airline has constructed and currently operates an aircraft maintenance hangar at the Airport; and

Whereas, Airline uses certain available hangar site space for parking spaces for its employees so as not to absorb needed public parking spaces at the Airport; and

Whereas, Airline seeks to add approximately two thirds (2/3) of such acreage to its hangar site; and

Whereas, Airline intends to use the newly acquired land to construct 2,004 additional employee parking spaces;

Now, Therefore, In consideration of the premises and the mutual covenants and obligations contained herein, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The recitals set forth above constitute an integral part of the Amendment and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. The following new paragraph is hereby added to Section 1.01 of the 1959 Hangar Lease immediately after the first paragraph:

"In addition, City does hereby lease to Airline, and Airline does hereby lease from City an additional parcel of land comprising six hundred and ninety, one hundred and twenty four square feet (hereinafter, together with any paving, lighting, fencing, and other improvements located thereon referred to as the 'North Parcel') at the Airport as designated on (Sub)Exhibit A which is attached hereto and incorporated herein by reference. Except for the terms and conditions specifically applicable only to the North Parcel as stated in this Section 1.01 and in Articles II and III herein, the North Parcel shall be treated as part of the Demised Premises with all of the rights and privileges thereof.

Subject to the provisions of this Lease, City covenants that, so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges granted to it hereunder. Airline shall be entitled to lawfully and quietly hold, occupy, and enjoy the Demised Premises during the term of this Lease, provided Airline is not in default of any of its obligations under this Lease."

3. Article II of the 1959 Hangar Lease is hereby deleted in its entirety and replaced with the following:

"The term of this Lease shall be for a period commencing on January 1, 1959, except for the term pertaining to the North Parcel which shall commence on _____ (the 'Commencement Date'). The term of this Lease shall end on May 12, 2018, except for the term of the North Parcel which shall end on _____; provided, however, that with respect to the termination of this Lease as it relates solely to the North Parcel (a) if any portion thereof is hereafter identified as a taxiway connection on any Airport Layout Plan approved by the Federal Aviation Administration and the City decides to construct such taxiway connection, then (i) Airline shall vacate any portion of the North Parcel needed for such taxiway connection upon at least 90 days prior written notice from the City, (ii) this Lease shall thereupon be terminated solely as to such portion of the North Parcel, and (iii) references to the North Parcel in this Lease shall thereafter refer solely to the remaining portion of the North Parcel; and (b) this Lease may be extended for successive five year periods beyond _____, upon Airline's written request, subject to the discretion of the Commissioner, on the

same terms and conditions stated herein, but in no event beyond May 12, 2018.”

4. The following is hereby added after the second paragraph of Article III:

“Beginning on the Commencement Date, Airline shall pay rent on the North Parcel at the rate of \$0.45 per square foot per year. This rental rate for the North Parcel will be adjusted on _____, and every five (5) years thereafter during the term of the 1959 Hangar Lease by multiplying the \$0.45 per square foot per year by a fraction, the numerator of which is the Producer Price Index/All Commodities (‘P.P.I.’) published by the United States Department of Labor Statistics (1984 = 100) for each December of the year preceding the scheduled years of adjustment (‘Years of Adjustment’) and the denominator of which is the P.P.I. for December following the Commencement Date for the North Parcel.

As soon as is reasonably feasible in the Years of Adjustment, the City shall furnish the Airline with a statement showing (i) the amount of the new monthly rental for the next 5 years, calculated according to the formula set forth in the paragraph immediately hereinabove, and (ii) the amount of any deficiency or excess with respect to the new monthly ground rental. Airline shall pay any deficiency to City as shown by such statement within 30 days after receipt of such statement. Airline shall have an option, should there be an excess, of either asking for a refund or requesting that the excess be credited against payments next due hereunder.

If the manner in which the P.P.I. is determined by the Department of Labor shall be substantially revised, City shall adjust the revised index to produce results equivalent, as nearly as possible, to those which would have obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. shall become unavailable to the public, because publication is discontinued, or otherwise, City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a recognized financial institution, financial publication, or university.”

5. Section 4.02 of the 1959 Hangar Lease is hereby deleted in its entirety and replaced with the following:

“The furnishing by Airline of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of any

construction, lighting, fencing, protective devices, roads, paved areas, sidewalks or other fixtures added to or made on the Demised Premises ('Improvements') commenced after the effective date of this Amendment shall be accomplished in accordance with the terms and conditions of this Lease and of (Sub)Exhibit B, attached hereto and incorporated by reference herein. Construction of Improvements shall not be commenced until Airline has obtained all approvals, permits and licenses required by any governmental authority or by (Sub)Exhibit B."

6. Article VI of the 1959 Hangar Lease is hereby deleted in its entirety and replaced by the following language:

"Article VI Compliance With Rules And Regulations.

Airline shall obey all Airport Rules and Regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport Rules and Regulations must be neither (i) inconsistent with the exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days prior written notice of the adoption thereof.

City shall supply Airline with a copy of City's current Airport Rules and Regulations, and revisions thereto as and when made.

Nothing herein shall be construed to prevent Airline from contesting in good faith any Airport Rule and Regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline."

7. The following new Article VI-A entitled "Environmental Compliance" is hereby added to the 1959 Hangar Lease:

"Article VI-A Environmental Compliance.

Hazardous Material. For purposes of this Agreement, 'Hazardous Materials' means: asbestos and asbestos-containing materials; urea formaldehyde foam insulation; polychlorinated biphenyls (PCBs); oil, petroleum or any fraction thereof; natural gas; flammable or explosive materials; pesticides, rodenticides or insecticides; any radioactive material; any hazardous waste, substance or material, toxic substance or regulated material including but not limited to any substance defined in or regulated by any and all Environmental Laws; and any and all

other chemicals, pollutants, dangerous substances or other contaminants.

Special Wastes. For purposes of this Agreement, 'Special Wastes' refers to those substances defined in Section 3.45 of the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111 $\frac{1}{2}$, ¶1003.45), and further referred to in Section 809.103 of 35 Ill. Admin. Code, Subtitle G, Ch. 1.

(a) **Compliance with Environmental Laws.** Airline, in conducting any activity or business on or using or occupying the Demised Premises including environmental response or remedial activities, shall be in compliance at all times, with all local, state and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders and decrees relating to public health and safety and the environment (collectively referred to as 'Environmental Laws'), including but not limited to the Resource Conservation and Recovery Act ('R.C.R.A.') (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 ('C.E.R.C.L.A.') as amended by the Superfund Amendments and Reauthorization Act of 1986 ('S.A.R.A.') (42 U.S.C. §9601, et seq.), the Clean Air Act ('C.A.A.') (42 U.S.C. §7401, et seq.), the Clean Water Act ('C.W.A.') (33 U.S.C. §1251, et seq.), the Toxic Substances Control Act ('T.S.C.A.') (15 U.S.C. §2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111 $\frac{1}{2}$, ¶1001, et seq.), and applicable environmental provisions of the Municipal Code of the City of Chicago, as each may be hereafter amended. Provided, however, that Airline may, without being considered to be in breach hereof, contest any application of or alleged violation of such laws as long as such contest is diligently commenced and prosecuted by Airline and does not, in the City's reasonable judgment, jeopardize the health or safety of persons at the Airport or Airport operations.

(b) **Review of Environmental Documents.** Airline, at the request of City, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all of the documents and materials Airline has prepared or has caused to be prepared pursuant to any Environmental Laws, including but not limited to any permit, application or any notice or report of a release or threatened release of Hazardous Materials on, under, into, from or about the Demised Premises. Where practicable Airline shall provide a copy of any permit, application or spill report to the City for review and approval in advance of submitting such documentation to the applicable regulatory agency.

(c) **Access for Environmental Compliance.** City shall have reasonable access to the Demised Premises to inspect the same to confirm that Airline is using the Demised Premises in accordance with any Environmental Laws. If such inspection identifies, in City's reasonable judgment, any noncompliance with applicable Environmental Laws, upon notice of such noncompliance by the City, Airline shall commence

action reasonably necessary to correct such noncompliance or, within 15 business days, shall provide follow-up information to the City sufficient to demonstrate, in City's reasonable judgment, that no noncompliance exists.

(d) Access for Environmental Noncompliance. If Airline's activity, business or conduct on the Demised Premises results in noncompliance with Environmental Laws and Airline fails, for a period of forty-five (45) days after receipt of written notice by City to either correct such instance of noncompliance or, if such instance of noncompliance cannot reasonably be corrected within such period, fails to begin to diligently perform such correction, in addition to any and all other rights and remedies which may be available, may enter the Demised Premises and take necessary measures to insure the Demised Premises' compliance with Environmental Laws and Airline shall indemnify the City in accordance with the Provisions set forth in Article VII.

(e) Duty to Notify City. In the event of a release of a spill or other emergency release of Hazardous Materials or Special Wastes to the environment relating to or arising out of Airline's conducting any activity or business on or using or occupying the Demised Premises or in the event any claim, demand, action, notice, cause of action, complaint, enforcement action, citation or legal or administrative proceeding (collectively referred to as 'Claim') is made against Airline regarding Airline's failure or alleged failure to comply with any applicable Environmental Laws at the Demised Premises, Airline shall promptly notify City in writing and provide the City with a copy of any such written Claim.

(f) Environmental Remediation. The City makes no warranties or representations regarding the presence of Hazardous Materials or Special Wastes on, in or under the Demised Premises. In the event that City is named in any Claim by any party in connection with any environmental contamination on or in the Demised Premises by the Airline or any failure by Airline to comply with Environmental Laws arising as a result of Airline's activity, business or conduct on or use or occupancy of the Demised Premises, Airline shall indemnify the City in accordance with the provisions set forth in this Agreement. If the presence of any Hazardous Materials or Special Wastes results in any environmental contamination that has arisen due to Airline's activity, business, or conduct, then Airline shall take all actions and incur all Costs necessary to return Demised Premises to substantially the same condition that existed prior to such contamination, provided however, that Airline shall, to the extent practicable, obtain City's written approval prior to any remedial activities on the Demised Premises.

(g) Underground Storage Tanks (U.S.T.s). Airline agrees to maintain, test and monitor any U.S.T.s owned or operated by it on the Demised Premises as required by applicable Environmental Laws. Airline

further agrees to repair or remove, if required by any Environmental Laws, at its sole cost and in compliance with Environmental Laws, any U.S.T.s owned or operated by it on the Demised Premises which such testing or monitoring indicates have begun to leak during Airline's ownership or operation of such U.S.T.."

8. The following new Article VI-B entitled "Compliance With Laws" is hereby added to the 1959 Hangar Lease:

"Article VI-B Compliance With Laws.

Section 6.01 Compliance With All Laws.

Airline shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Airline and does not jeopardize the health or safety of persons at the Airport or Airport operations. Airline covenants and agrees that this Lease shall be subordinated to the provisions of any existing or future agreement between City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport.

Section 6.02 Compliance With City/State Requirements.

Airline agrees to execute such certificates as may be necessary to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below. Such certifications to be executed by Airline as of the effective date and shall be attached hereto and incorporated by reference herein as (Sub)Exhibit D.

(A) Contractor's Affidavit. Airline shall execute a certification in the form provided by City.

(B) Anti-Scofflaw.

(1) In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any of set-off) available to City under this Lease or permitted at law or in equity, City shall be entitled to set off a portion of any amounts due Airline by City under this Lease in an amount equal to the amount of

the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Airline to City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to City for which the period granted for payment has expired.

(2) Notwithstanding the provisions of subsection (1), above such debt(s) or outstanding parking violation complaint(s) shall be offset from any amounts due Airline from City under this Lease if one or more of the following conditions are met:

- (i) Airline has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Airline is in compliance with the agreement; or
- (ii) Airline is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (iii) Airline has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

(C) Ethics. Airline shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

(D) Anti-Apartheid. Airline shall cause its contractors to comply with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant thereto, subject to any waivers or exceptions which are permissible thereunder. Airline understands and acknowledges that City may declare a default and terminate all existing contracts with Airline if Airline violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (1) a violation of the certifications contained in the Anti-Apartheid Affidavit which is attached hereto as part of (Sub)Exhibit D; (2) the concealment of an existing contractual relationship or entering into such contractual relationship with (a) South Africa; (b) a South

African business, or (c) any business or corporation for the express purpose of assisting in trading with any private or public entity located in South Africa; and (3) the sale to City or installation on the Demised Premises of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which City may have under this lease, at law or in equity, and shall entitle City to direct, indirect, special, and consequential damages, and any other appropriate legal or equitable remedy. Further, Airline understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. The fines shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

(E) MacBride Ordinance. The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Airline conducts any business operations in Northern Ireland, it is hereby required that the Airline shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this section shall not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

Section 6.03 Nondiscrimination.

(A) Federal Requirements. Airline shall not (1) fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (2) limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to

deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin. Airline shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans with Disabilities Act, P.L. 101-336; and 41 C.F.R. Part 60, et seq. (1990).

(B) State Requirements. Airline shall comply with the Illinois Human Rights Act, Ill. Rev. Stat. Chapter 68, Para. 1-101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Airline shall comply with the Discrimination in Public Contracts Act, Ill. Rev. Stat. Chapter 29, Para. 17, et seq. (1990), as amended.

(C) City Requirements. Airline shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended. Further, Airline shall furnish and shall cause each of its contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.04 Nondiscrimination In The Use Of The Demised Premises.

This Lease involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in material compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation. In the event of a breach of the above nondiscrimination covenants by Airline, City shall have the right to terminate this Lease and to reenter and repossess the Demised Premises and the facilities thereon, and hold the same as if this Lease had never been executed.

Section 6.05 Nondiscrimination In Furnishing Services.

As required by applicable federal regulations, Airline agrees to furnish services on a fair, equal, and nondiscriminatory basis to all users thereof, and to charge fair, reasonable, and not discriminatory prices for each unit of service, provided that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Section 6.06 Affirmative Action Program and M.B.E./W.B.E. Requirements.

Airline assures that it will undertake an affirmative action program which sets forth all applicable federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect. In furtherance thereof, Airline also agrees to implement a program consistent with the provisions of (Sub)Exhibit C, attached hereto and incorporated by reference herein.

9. The following new Article VI-C entitled "Compliance with Prevailing Wage" is hereby added to the 1959 Hangar Lease:

"Article VI-C Compliance with Prevailing Wage. All contracts which are awarded by Airline and which are subject to Chapter 48, Section 39s-2, et seq., Ill. Rev. Stat. 1989, as it may be amended ('Act'), in connection with construction and installation work on the North Parcel and all subcontracts awarded in connection with such contracts (together the "Trade Contracts") shall contain provisions complying with the Act so long as the Act is in effect, in order, to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. All Trade Contracts shall list the specified rates by the Illinois Department of Labor. All Trade Contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed in the Trade Contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to any

Trade Contracts. Upon request by City, Airline shall provide City with certified copies of payroll invoices to evidence compliance with the provisions of the Act.

10. The paragraphs of Section 8.01, 8.02 and 8.03 in the 1959 Hangar Lease requiring Airline to maintain insurance are hereby deleted and replaced by the following language:

"Airline shall procure and maintain at all times, at Airline's own expense, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by Airline, Airline's contractors or subcontractors. The kinds and amounts of insurance required are as follows:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Such insurance shall include employer's liability coverage with limits of not less than \$500,000 each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent coverage with limits of not less than \$50,000,000 per occurrence, combined single limit, for bodily injury, and property damage liability, and personal injury. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground, and contractual liability coverages. City shall be named as an additional insured.

- (iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed by or on behalf of Airline, Airline shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. City shall be named as an additional insured.

(iv) All Risk Blanket Builder's Risk Insurance.

When Airline undertakes any work at the Airport, including improvements, betterments, or repairs, Airline shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery, and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, if applicable, earthquake, and flood.

(v) Professional Liability Insurance.

When any architects, engineers, or consulting firms perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of \$1,000,000. The policy shall have an extended reporting period of two (2) years. When policies are reviewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the contract.

Airline will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement, and City reserves the right to terminate this Agreement until proper evidence of insurance is provided.

All insurance policies shall provide for thirty (30) days written notice to City prior to the effective date of any change, cancellation, or termination of such coverage.

Airline shall require all contractors to carry the insurance required herein, or Airline may provide the coverage for any or all contractors or subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Airline expressly understands and agrees that any insurance coverages and limits furnished by Airline shall in no way limit Airline's liabilities and responsibilities specified within the Agreement, in equity, or by law.

Airline expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by Airline under this Agreement.

Airline shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by City.

City maintains the right to modify, delete, alter or change the requirements set forth hereunder in accordance with ACI-NA standards which may be published from time to time or other applicable industry standards."

11. The following new Section 16.12 entitled "Untenantable Conditions and Condemnation" is hereby added to the 1959 Hangar Lease:

"Section 16.12 Untenantable Conditions And Condemnation.

(a) If the Demised Premises occupied by Airline hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered untenantable, then, unless City provides Airline with alternative Demised Premises, (a) Airline shall not be obligated to pay rent for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one year, Airline shall be entitled, upon forty-five days prior written notice to City, to delete such untenantable portion from its Demised Premises; provided, however, that there shall be no abatement or reduction of rent or deletion from its Demised Premises where the untenantable condition is caused by the willful or negligent act or omission of Airline, its agents, employees, licensees, contractors, subcontractors, or invitees.

(b) (1) Any condemnation or taking of such a substantial part of the Demised Premises that results in the Demised Premises being unsuitable or incapable of being used for the purposes stated herein, is hereafter referred to as a "Total Taking". In the event of a Total Taking, this Lease shall be terminated as of the earlier to occur of the date of the filing of the petition to condemn or the date of the Total Taking. Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

(2) In the event of a taking of the Demised Premises other than a Total Taking (a "Partial Taking"), this Lease shall remain in effect as to the remaining portion of the Demised Premises and, if the proceeds of any award received by City on account of such Partial Taking are sufficient to restore or replace the Demised Premises so taken, City shall deposit the proceeds of the award with respect to the Demised Premises in a construction fund and City shall forthwith (subject to unavoidable delays) apply such proceeds to the restoration or replacement of the Demised Premises so taken as nearly as possible to (i) such condition,

character and utility value as existed prior to such Partial Taking or (ii) to such other condition, character and value as may be agreed upon by City and Airline. If for any reason the proceeds of an award received by City for a Partial Taking are in excess of the amount necessary to restore or replace the Demised Premises, the amount of such excess shall be paid to City. If such proceeds are insufficient to replace or restore the Demised Premises as provided in (i) and (ii) above, City shall not be required to restore or replace in excess of the proceeds of such awards, and Airline may, at its option, terminate the Lease upon thirty (30) days written notice to the City, and Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

Any rent due the City by Airline shall be subject to abatement in an amount directly proportional to the extent Airline's ability to conduct normal operations on and from the Demised Premises is impaired by such condemnation, unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so condemned; provided, however, that if City fails to furnish adequate temporary substitute facilities so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than thirty (30) days, then Airline at its option may, by giving to City at least thirty (30) days, prior notice, terminate this Lease. City shall have no liability to Airline for City's failure to furnish temporary substitute facilities or the City's failure to restore such facilities expeditiously.

12. This Amendment is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

13. This Amendment is authorized by an ordinance passed by City of Chicago City Council on _____ (pp. _____).

14. Execution of this Amendment by Airline is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Airline have been made with complete and full authority to commit Airline to all terms and conditions of this Amendment, including each and every representation, certification and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

15. If any provision of this Amendment conflicts with any provision of the Agreement, the provision contained in this Amendment shall govern.

In Witness Whereof, The parties have executed this First Amendment, all as of the date and year first above written.

City of Chicago,
a municipal corporation

By: _____
Richard M. Daley, Mayor

Attest: _____
City Clerk

Approved:

By: _____
David R. Mosen, Commissioner
Department of Aviation

By: _____
Walter K. Knorr,
City Comptroller

By: _____
Assistant Corporation Counsel
(As To Form And Legality)

American Airlines, Inc.,
a Delaware corporation

By: _____
A. Jayne Allison,
Vice President -- Corporate Real
Estate

Attest:

Charles D. Marlett,
Corporate Secretary

[(Sub)Exhibit "A" attached to this Amendment printed
on page 35281 of this Journal.]

(Sub)Exhibits "B", "C" and "D" attached to this Amendment read as follows:

(Sub)Exhibit "B".

(To Amendment To Hangar And Hangar
Site Lease Agreement)

*The Following Procedures Shall Apply During The Planning, Design,
Fabrication, Installation, Construction, Start-Up And Testing
(Collectively, The "Work") Of Any Improvements
Made To The Demised Premises:*

1. Responsibilities And Obligations Of Airline.
 - (a) Airline shall perform the Work, or cause the Work to be performed on the Demised Premises. Airline may award contracts for the Work to be performed using the fast track construction procedures described below, but the Airline shall remain responsible for the Work. In order to expedite the Work, Airline may negotiate as well as competitively bid its contracts.
 - (b) Airline agrees that it will complete the Work, or cause the Work to be completed, with all reasonable diligence.
 - (c) Airline shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.

- (d) Airline shall not under any circumstances utilize the services of any entity which, to its knowledge, after due inquiry, is barred from contracting with the City pursuant to any law, ordinance, rule or regulation.

2. Airline Coordination With City.

- (a) The Commissioner shall designate a Work Liaison to represent the City in all matters relating to the performance of the Work hereunder and shall constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this (Sub)Exhibit B in which the City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Airline is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on the City, in whole or in part, for the professional or technical accuracy of the Airline's Work to be provided hereunder. The Work Liaison shall be the final arbiter of any decision to be made or consent or approval to be given under this (Sub)Exhibit. The Work Liaison shall further assist Airline in coordinating Airline's Work with other projects and operations at the Airport and in Airline's contacts with any federal, state or local government agencies. Airline will provide reasonable administrative space for the Work Liaison on or contiguous to the Demised Premises. The Work Liaison shall provide such personnel only as may be needed from time to time.
- (b) Airline shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the project, and further, in accordance with O'Hare Rules and Regulations in existence at the time the Work commences, and such other reasonable construction procedures and standards as may be established or approved by the City for the project. Such procedures and standards will not impose on the Airline stricter or more rigid procedures or standards than are then being applied to other airlines at the Airport. Such procedures and standards will be established by the City in a timely manner and made available to the Airline upon its request.

3. Requirements For Work.

(a) Project Planning, Design and Fabrication Phase: Airline shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans and specifications for the Improvements for review and comment by the Work Liaison. Such drawings, plans and specifications, and all amendments thereto, shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld. The Work Liaison will approve, conditionally approve or disapprove submissions of any such drawings, plans and specifications within fifteen (15) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Airline intends to adopt fast track construction procedures, Airline must still complete each contract package to a reasonable level of detail (including alternate designs selected by the Airline for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Airline shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Fast Track Construction Procedures: Airline will conform with Sections 1 -- 7 (submittal and review procedures) of the Chicago O'Hare International Airport Design and Construction Standards.

This is to say that:

- (i) Airline will submit a description of the Project for conceptual approval in order to allow the architectural and engineering team to proceed with subsoil investigation and topographical survey of the sites.
- (ii) Upon completion of the two items stated in (i) above, the Schematic Design Phase for each construction phase (insofar as they are not combined) will be submitted for approval.
- (iii) After approval of the Schematic Design Phase, scope drawings and outline specifications will be submitted for approval under the Design Development Phase for each construction phase (insofar as they are not combined).
- (iv) After approval of the Design Development Phase and beginning with the Construction Document Phase, the architectural and engineering team will submit for approval specific items such as foundation drawings, site improvements, et cetera, in order to allow Airline's

contractor to start construction prior to approval of the Construction Document Phase, as a whole.

All submittals referenced above should be considered the minimum number of submittals. City may reasonably direct Airline to provide other submittals as required. The Airline and its architectural/engineering/contractor team will work with the Commissioner of the Department of Aviation and the Work Liaison in order to ensure a smooth process during the design development and construction document phases as well as ensuring compliance with all Design and Construction Standards for the Airport. City recognizes that the fast track procedures are being used and acknowledges that the City's approval of various elements of the Work will be required on a timely basis.

(c) Airline to Provide Information: Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the Work, Airline shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Airline's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) Airline's initial and updated cost estimates for the Improvements, individually and aggregated.

(d) Installation, Construction, Start-Up and Testing Phase:

(i) The Work Liaison shall have the right to monitor the Work on the Improvements to assure that the facilities which comprise the Improvements are installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing of the Improvements, Airline's Project Manager shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
 - contracts for services, labor and materials;
 - material certificates and samples;
 - approved shop drawings;
 - lien waivers, payrolls, and requests for payment by contractors of any tier;
 - progress reports;
 - notification of substantial completion of the Improvements and final acceptance thereof;
 - maintenance and operations manuals in connection with building systems;
 - as-built drawings;
 - warranties;
 - test and start-up results; and
 - any other documents related to the Improvements which may be reasonably requested by the City.
- (ii) No change order which materially changes the scope of the Work or the Improvements shall be implemented by Airline without review and approval by the Work Liaison. The Work Liaison will approve, conditionally approve or disapprove submissions of change orders within fifteen (15) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.
- (iii) In the event the Work Liaison determines that the Work is at material variance from the approved drawings, plans, and specifications or applicable standards, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with its contractors. Until it has been determined by the Work Liaison that the Work has been performed without material variance from the approved drawings, plans and specifications

and applicable standards, the Work Liaison may, by written notice to Airline, (i) suggest to Airline that Airline withhold payments from any contractor or subcontractor which has performed, in the judgment of the Work Liaison, Work which is at material variance from the approved drawings, plans and specifications, or applicable standards or (ii) suggest to Airline that it stop Work on any portion of the Improvements directly affected by such variance from the approved drawings, plans, specifications and applicable standards. If Airline's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Airline to stop any other Work on any portion of the Improvements that are at variance with the approved drawings, plans, and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is material variance from the approved drawings, plans and specifications or applicable standards shall be corrected or replaced by Airline, directly or through its contractors, provided that the Work Liaison has informed Airline of such variance within ten (10) business days following the performance of such Work, unless the variance affects the structural integrity or safety of the Improvements or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Airline of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Airline within thirty (30) days following notice from the Work Liaison to Airline, the Work Liaison may cause such Work to be corrected or replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Airline shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such Work.

4. Compensation To City.

- (a) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with subparagraph (c) below, Airline shall compensate the Work Liaison for the cost

of those services provided by the Work Liaison. The Work Liaison agrees to keep its costs as low as reasonably practicable, provided, however, that in no event shall the aggregate amount of reimbursement to the Work Liaison hereunder exceed in any equal year any Work that is or has been performed in an amount equal to one and one-half percent (1½%) of the aggregate expenditures during such year for the Work on the Improvements, and, provided, further however, that the Work Liaison shall be entitled to an equitable adjustment of such amount in proportion to any increase in its services as a result of a change in the scope of Work or in the Improvements.

- (b) During the continuation of Work, the Work Liaison shall provide Airline with an estimate of the Work Liaison's required manhours and budgets each month, with regard to its services. Thereafter, on a semi-annual basis, the Work Liaison shall provide Airline with a detailed review and analysis of actual manhours and expenditures against estimates, including reallocation of budgets if required, with regard to its services. More frequent reviews will be provided upon Airline's reasonable request therefor.
- (c) The Work Liaison shall provide Airline with monthly invoices that describe time charges for the Work Liaison staff assigned to the Improvements, and any other costs associated with the services provided by the Work Liaison. Airline may, within ten (10) days of such provision, request a meeting with the Work Liaison to review and discuss such invoices. The Work Liaison shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline may further request, at Airline's expense, City to review and audit Work Liaison invoices related to the Improvements at any time. Airline shall, upon reasonable request therefor, receive copies of all such audits performed by City and may interview the personnel who performed such audits. In no event shall Airline withhold from the Work Liaison the payment of any undisputed amount.

5. Access To Work Site.

Airline, and its architects, engineers, materialmen, and contractors of any tier, shall have, at their own risk, full and complete access to the Demised Premises and such other areas in the Airport as may be necessary to perform Work on the Improvement, provided that such access shall not reasonably interfere with the operations of or other

projects at the Airport. The Work Liaison shall have authority to arrange, and shall arrange such access in a timely fashion. Notwithstanding any other statements herein, it is Airline's responsibility to coordinate its Work with the operations of and all other projects at the Airport. Airline is solely responsible for any costs relating to such coordination.

6. No Warranty By City.

Airline warrants that it has inspected the Demised Premises, and any other areas in the Airport as may be necessary; it was permitted access to any person or information in connection with its investigation of the Demised Premises and such areas; that the time for such investigation was adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the Work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever made regarding the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface, subsurface or environmental, which may be encountered at the Demised Premises or such other areas.

(Sub)Exhibit "C".

(To Amendment To Hangar And Hangar
Site Lease Agreement)

I. Equal Employment And Affirmative Action.

Paragraph 1. Minority And Women Business Enterprises.

Airline shall provide for the participation of Minority and Women Business Enterprises in the design and construction of the Improvements. To this end, the Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure agreeable to the Airline and the City.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporation construction project. Neither Airline nor its contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction projects. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Butler's Minority and Women Business Enterprise program, the Airline shall establish a Minority and Women Business Enterprise liaison with City's Department of Aviation and with the City's Department of Purchases, Contracts and Supplies for the Improvements. Further, all personnel of Airline and all others with responsibilities in the supervision of contracts for the Improvements are to see that actions are performed consistent with the affirmative action goals of this (Sub)Exhibit C.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be with utilization of Minority Business Enterprises (M.B.E.s) and Women Business Enterprises (W.B.E.s) certified by the City of Chicago subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. These goals shall be administered in a manner to assure the City and Airline that: (1) the Improvements shall be completed at a reasonable and acceptable cost to Airline, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Airline and City and (3) the construction quality for the Improvements shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E.s and W.B.E.s) in the design and construction of the Improvements shall be to achieve a minimum of M.B.E. participation of 25% and W.B.E. participation of 5%, based on the total contracted expenditures for the Improvements.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and/or W.B.E. is not available to perform such work. The Department of Purchasing, shall determine if any M.B.E. and W.B.E. are available to perform the work needed. If the Department determines that an M.B.E. or W.B.E. is available to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and/or W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

The Minority and Women Business Enterprise progress report required by Section IV of this (Sub)Exhibit C shall be made on forms or on a format established by the City and agreeable to Airline that includes the following items:

- (i) the total amount of prime and subcontract awards during the quarter and, for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;
- (ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;
- (iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the Improvements and Common Improvements.

II. Equal Employment Opportunity And Affirmative Action Plan.

The Airline must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan") for the Improvements, which plan is acceptable to the City and the Airline.

The E.E.O./A.A. Plan will be considered in relation to the following goals for employment of women and minorities:

Minority Employment:

25% of skilled hours

40% of laborer hours

Women's Employment:

7% of skilled hours

10% of laborer hours

III. Chicago Residency Goals.

It shall be a goal of the Company that of the total construction worker hours performed in connection with the Project by the contractor and subcontractors in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by residents of the City. The Airline shall use its best efforts to meet this goal.

IV. Reporting And Compliance.

In the event that there are contracts subject to this (Sub)Exhibit C, at quarterly intervals, beginning ninety (90) days following the execution of this Lease, the Airline shall submit to the City progress reports on forms or on a format established by the City's Department of Purchases, Contracts and Supplies and agreeable to the Airline, that provide required information concerning Airline's compliance with the Airline's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

V. Contracting Authority Of Airline.

Nothing contained herein shall be deemed to supersede the authority and responsibility of the Airline with respect to the contracting process for construction of the Improvements.

(Sub)Exhibit "D"

(To Ground Service Equipment Staging And Storage Facility I Lease Agreement).

AUTHORIZATION FOR AMENDMENT TO HANGAR II LEASE AGREEMENT WITH AMERICAN AIRLINES, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

(Continued on page 35282)

(Continued from page 35280)

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance (referred on June 23, 1993) from the Department of Aviation, authorizing execution of an amendment to a Hangar and Hangar Site Lease Agreement with American Airlines, Inc. for use of space at Chicago O'Hare International Airport (76,262 square feet of land), begs leave to report and recommend that Your Honorable Body do *Pass* said ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City owns and operates an airport known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, City entered into a certain Hangar and Hangar Site Lease dated as of January 1, 1959, as amended ("Hangar II Lease") between the City and Trans World Airlines, Inc. ("T.W.A.") for premises at Airport; and

WHEREAS, T.W.A. assigned the Hangar II Lease to American Airlines, Inc. ("Airline") effective April 30, 1990; and

WHEREAS, Airline desires to lease certain premises at the Airport and to obtain certain rights and privileges with respect thereto in order to increase the size of the Hangar II Lease site to better accommodate a new General Equipment Maintenance Facility by providing room for additional vehicle parking spaces; and

WHEREAS, City is willing to lease to Airline an additional parcel of approximately 76,262 square feet of land, subject to certain terms and conditions; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, an amendment to the Hangar II Lease in substantially the form attached hereto as "Exhibit 1", upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

This Amendment to Hangar and Hangar Site Lease (the "Amendment") is entered into this ____ day of _____, 1993 by and between the City of Chicago, ("City") and American Airlines, Inc., a Delaware corporation ("Airline").

Recitals.

Whereas, City entered into a certain Hangar and Hangar Site Lease dated as of January 1, 1959, (the "Hangar II Lease") between the City and Trans World Airlines, Inc. ("T.W.A.") for premises at Chicago O'Hare International Airport (the "Airport"); and

Whereas, T.W.A. assigned the Hangar II Lease to Airline effective April 30, 1990; and

Whereas, Airline seeks to increase the size of the Hangar II Lease site to better accommodate a new General Equipment Maintenance Facility by providing room for additional vehicle parking spaces.

Now, Therefore, In consideration of the promises and of the mutual covenants and obligations contained herein, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The recitals set forth above constitute an integral part of the Amendment and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. The following new paragraph is hereby added to Section 1.01 of the Hangar II Lease immediately after the first paragraph:

"In addition, City does hereby lease to Airline, and Airline does hereby lease from City an additional parcel of land comprising 76,262 square feet (hereinafter, together with any paving, lighting, fencing, and other improvements located thereon referred to as the 'South Parcel' at the Airport as designated on (Sub)Exhibit A which is attached hereto and incorporated herein by reference. Except for the terms and conditions specifically applicable only to the South Parcel as stated in this Section 1.01 and in Articles II and III herein, the South Parcel shall be treated as part of the Demised Premises."

3. Article II of the Hangar II Lease is hereby deleted in its entirety and replaced with the following:

"The term of this Lease shall be for a period commencing on January 1, 1959 and terminating on _____, except for the term pertaining to the South Parcel which shall commence on _____ (the 'Commencement Date') and terminate on May 12, 2018."

Subject to the provisions of this Lease, City covenants that, so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges granted to it hereunder. Airline shall be entitled to lawfully and quietly hold, occupy, and enjoy the Demised Premises during the term of this Lease, provided Airline is not in default of any of its obligations under this Lease.

4. The following is hereby added after the second paragraph of Article III:

"Beginning on the Commencement Date, Airline shall pay rent on the South Parcel at the rate of \$0.45 per square foot per year. This rental rate for the South Parcel will be adjusted on _____, and every five (5) years thereafter during the term of the Hangar II Lease by multiplying the \$0.45 per square foot per year by a fraction, the numerator of which is the Producer Price Index/All Commodities ('P.P.I.') published by the United States Department of Labor Statistics (1984 = 100) for each December of the year preceding the scheduled years of adjustment ('Years of Adjustment') and the denominator of which is the P.P.I. for December following the Commencement Date for the South Parcel.

As soon as is reasonably feasible in the Years of Adjustment, the City shall furnish the Airline with a statement showing (i) the amount of the new monthly rental for the next 5 years, calculated according to the formula set forth in the paragraph immediately hereinabove, and (ii) the amount of any deficiency or excess with respect to the new monthly ground rental. Airline shall pay any deficiency to City as shown by such statement within 30 days after receipt of such statement. Airline shall have an option, should there be an excess, of either asking for a refund or requesting that the excess be credited against payments next due hereunder.

If the manner in which the P.P.I. is determined by the Department of Labor shall be substantially revised, City shall adjust the revised index to produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. shall become unavailable to the public,

because publication is discontinued, or otherwise, City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a recognized financial institution, financial publication, or university."

5. Section 4.02 of the Hangar II Lease is hereby deleted in its entirety and replaced with the following:

"The furnishing by Airline of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of any construction, lighting, fencing, protective devices, roads, paved areas, sidewalks or other fixtures added to or made on the Demised Premises ('Improvements') commenced after the effective date of this Amendment shall be accomplished in accordance with the terms and conditions of this Lease and of (Sub)Exhibit B, attached hereto and incorporated by reference herein. Construction of Improvements shall not be commenced until Airline has obtained all approvals, permits and licenses required by any governmental authority or by (Sub)Exhibit B."

6. Article VI of the Hangar II Lease is hereby deleted in its entirety and replaced by the following language:

"Article VI Compliance With Rules And Regulations.

Airline shall obey all Airport Rules and Regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport Rules and Regulations must be neither (i) inconsistent with the exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days prior written notice of the adoption thereof.

City shall supply Airline with a copy of City's current Airport Rules and Regulations, and revisions thereto as and when made.

Nothing herein shall be construed to prevent Airline from contesting in good faith any Airport Rule and Regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline."

7. The following new Article VI-A entitled "Environmental Compliance" is hereby added to the Hangar II Lease:

"Article VI-A Environmental Compliance.

Hazardous Material. For purposes of this Agreement, 'Hazardous Materials' means: asbestos and asbestos-containing materials; urea formaldehyde foam insulation polychlorinated biphenyls (PCBs); oil, petroleum or any fraction thereof; natural gas; flammable or explosive materials; pesticides, rodenticides or insecticides; any radioactive material; any hazardous waste, substance or material, toxic substance or regulated material including but not limited to any substance defined in or regulated by any and all Environmental Laws; and any and all other chemicals, pollutants, dangerous substances or other contaminants.

Special Wastes. For purposes of this Agreement, 'Special Wastes' refers to those substances defined in Section 3.45 of the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111 $\frac{1}{2}$, ¶1003.45), and further referred to in Section 809.103 of 35 Ill. Admin. Code, Subtitle G, Ch. 1.

(a) **Compliance with Environmental Laws.** Airline, in conducting any activity or business on or using or occupying the Demised Premises including environmental response or remedial activities, shall be in compliance at all times with all local, state and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders and decrees relating to public health and safety and the environment (collectively referred to as 'Environmental Laws'), including but not limited to the Resource Conservation and Recovery Act ('R.C.R.A.') (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 ('C.E.R.C.L.A.') as amended by the Superfund Amendments and Reauthorization Act of 1986 ('S.A.R.A.') (42 U.S.C. §9601, et seq.), the Clean Air Act ('C.A.A.') (42 U.S.C. §7401, et seq.), the Clean Water Act ('C.W.A.') (33 U.S.C. §1251, et seq.), the Toxic Substances Control Act ('T.S.C.A.') (15 U.S.C. §2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 111 $\frac{1}{2}$, ¶1001, et seq.), and applicable environmental provisions of the Municipal Code of the City of Chicago, as each may be hereafter amended. Provided, however, that Airline may, without being considered to be in breach hereof, contest any application of or alleged violation of such laws as long as such contest is diligently commenced and prosecuted by Airline and does not, in the City's reasonable judgment, jeopardize the health or safety of persons at the Airport or Airport operations.

(b) **Review of Environmental Documents.** Airline, at the request of City, shall make available for inspection and copying, upon reasonable

notice and at reasonable times, any and all of the documents and materials Airline has prepared or has caused to be prepared pursuant to any Environmental Laws, including but not limited to any permit, application or any notice or report of a release or threatened release of Hazardous Materials on, under, into, from or about the Demised Premises. Where practicable Airline shall provide a copy of any permit, application or spill report to the City for review and approval in advance of submitting such documentation to the applicable regulatory agency.

(c) Access for Environmental Compliance. City shall have reasonable access to the Demised Premises to inspect the same to confirm that Airline is using the Demised Premises in accordance with any Environmental Laws. If such inspection identifies, in City's reasonable judgment, any noncompliance with applicable Environmental Laws, upon notice of such noncompliance by the City, Airline shall commence action reasonably necessary to correct such noncompliance or, within 15 business days, shall provide follow-up information to the City sufficient to demonstrate, in City's reasonable judgment, that no noncompliance exists.

(d) Access for Environmental Noncompliance. If Airline's activity, business or conduct on the Demised Premises results in noncompliance with Environmental Laws and Airline fails, for a period of forty-five (45) days after receipt of written notice by City to either correct such instance of noncompliance or, if such instance of noncompliance cannot reasonably be corrected within such period, fails to begin to diligently perform such correction, in addition to any and all other rights and remedies which may be available, may enter the Demised Premises and take necessary measures to insure the Demised Premises' compliance with Environmental Laws and Airline shall indemnify the City in accordance with the Provisions set forth in Article VII.

(e) Duty to Notify City. In the event of a release of a spill or other emergency release of Hazardous Materials or Special Wastes to the environment relating to or arising out of Airline's conducting any activity or business on or using or occupying the Demised Premises or in the event any claim, demand, action, notice, cause of action, complaint, enforcement action, citation or legal or administrative proceeding (collectively referred to as 'Claim') is made against Airline regarding Airline's failure or alleged failure to comply with any applicable Environmental Laws at the Demised Premises, Airline shall promptly notify City in writing and provide the City with a copy of any such written Claim.

(f) Environmental Remediation. The City makes no warranties or representations regarding the presence of Hazardous Materials or Special Wastes on, in or under the Demised Premises. In the event that City is named in any Claim by any party in connection with any environmental contamination on or in the Demised Premises by the

Airline or any failure by Airline to comply with Environmental Laws arising as a result of Airline's activity, business or conduct on or use or occupancy of the Demised Premises, Airline shall indemnify the City in accordance with the provisions set forth in this Agreement. If the presence of any Hazardous Materials or Special Wastes results in any environmental contamination that has arisen due to Airline's activity, business, or conduct, then Airline shall take all actions and incur all Costs necessary to return Demised Premises to substantially the same condition that existed prior to such contamination, provided, however, that Airline shall, to the extent practicable, obtain City's written approval prior to any remedial activities on the Demised Premises.

(g) Underground Storage Tanks (U.S.T.s). Airline agrees to maintain, test and monitor any U.S.T.s owned or operated by it on the Demised Premises as required by applicable Environmental Laws. Airline further agrees to repair or remove, if required by any Environmental Laws, at its sole cost and in compliance with Environmental Laws, any U.S.T.s owned or operated by it on the Demised Premises which such testing or monitoring indicates have begun to leak during Airline's ownership or operation of such U.S.T.."

8. The following new Article VI-B entitled "Compliance With Laws" is hereby added to the Hangar II Lease:

"Article VI-B Compliance With Laws.

Section 6.01 Compliance With All Laws.

Airline shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Airline and does not jeopardize the health or safety of persons at the Airport or Airport operations. Airline covenants and agrees that this Lease shall be subordinated to the provisions of any existing or future agreement between City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport.

Section 6.02 Compliance With City/State Requirements.

Airline agrees to execute such certificates as may be necessary to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below. Such

certifications to be executed by Airline as of the effective date and shall be attached hereto and incorporated by reference herein as (Sub)Exhibit D.

(A) Contractor's Affidavit. Airline shall execute a certification in the form provided by City.

(B) Anti-Scofflaw.

(1) In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any of set-off) available to City under this Lease or permitted at law or in equity, City shall be entitled to set-off a portion of any amounts due Airline by City under this Lease in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Airline to City. For purposes of this section, 'outstanding parking violation complaint' means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. 'Debt' means a specified sum of money owed to City for which the period granted for payment has expired.

(2) Notwithstanding the provisions of subsection (1), above no such debt(s) or outstanding parking violation complaint(s) shall be offset from any amounts due Airline from City under this Lease if one or more of the following conditions are met:

- (i) Airline has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Airline is in compliance with the agreement; or
- (ii) Airline is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (iii) Airline has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

(C) Ethics. Airline shall comply with Chapter 2-156 of the Municipal Code of Chicago, 'Governmental Ethics', including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

(D) Anti-Apartheid. Airline shall cause its contractors to comply with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant thereto, subject to any waivers or exceptions which are permissible thereunder. Airline understands and acknowledges that City may declare a default and terminate all existing contracts with Airline if Airline violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (1) a violation of the certifications contained in the Anti-Apartheid Affidavit which is attached hereto as part of (Sub)Exhibit D; (2) the concealment of an existing contractual relationship or entering into such contractual relationship with (a) South Africa; (b) a South African business, or (c) any business or corporation for the express purpose of assisting in trading with any private or public entity located in South Africa; and (3) the sale to City or installation on the Demised Premises of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which City may have under this lease, at law or in equity, and shall entitle City to direct, indirect, special, and consequential damages, and any other appropriate legal or equitable remedy. Further, Airline understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. The fines shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

(E) MacBride Ordinance. The City of Chicago through the passage of the MacBride Principles ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Airline conducts any business operations in Northern Ireland, it is hereby required that the Airline shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this section shall not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the

Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

Section 6.03 Nondiscrimination.

(A) Federal Requirements. Airline shall not (1) fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (2) limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin. Airline shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. Sec. 2000(e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans with Disabilities Act, P.L. 101-336; and 41 C.F.R. Part 60, et seq. (1990).

(B) State Requirements. Airline shall comply with the Illinois Human Rights Act, Ill. Rev. Stat. Chapter 68, Para. 1-101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code 750 Appendix A. Furthermore, Airline shall comply with the Discrimination in Public Contracts Act, Ill. Rev. Stat. Chapter 29, Para. 17, et seq. (1990), as amended.

(C) City Requirements. Airline shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended. Further, Airline shall furnish and shall cause each of its contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.04 Nondiscrimination In The Use Of The Demised Premises.

This Lease involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Airline, for itself, its personal representatives,

successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in material compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation. In the event of a breach of the above nondiscrimination covenants by Airline, City shall have the right to terminate this Lease and to reenter and repossess the Demised Premises and the facilities thereon, and hold the same as if this Lease had never been executed.

Section 6.05 Nondiscrimination In Furnishing Services.

As required by applicable federal regulations, Airline agrees to furnish services on a fair, equal, and nondiscriminatory basis to all users thereof, and to charge fair, reasonable, and not discriminatory prices for each unit of service, provided that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Section 6.06 Affirmative Action Program and M.B.E./W.B.E. Requirements.

Airline assures that it will undertake an affirmative action program which sets forth all applicable federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect. In furtherance thereof, Airline also agrees to implement a program consistent with the provisions of (Sub)Exhibit C, attached hereto and incorporated by reference herein.

9. The following new Article VI-C entitled "Compliance with Prevailing Wage" is hereby added to the Hangar II Lease:

"Article VI-C Compliance with Prevailing Wage. All contracts which are awarded by Airline and which are subject to Chapter 48, Section 39s-2, et seq., Ill. Rev. Stat. 1989, as it may be amended ('Act'), in connection with construction and installation work on the South Parcel and all subcontracts awarded in connection with such contracts (together the 'Trade Contracts') shall contain provisions complying with the Act so long as the Act is in effect, in order, to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. All Trade Contracts shall list the specified rates by the Illinois Department of Labor. All Trade Contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed in the Trade Contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to any Trade Contracts. Upon request by City, Airline shall provide City with certified copies of payroll invoices to evidence compliance with the provisions of the Act.

10. The paragraphs of Sections 8.01, 8.02 and 8.03 in the Hangar II Lease requiring Airline to maintain insurance are hereby deleted and replaced by the following language:

"Airline shall procure and maintain at all times, at Airline's own expense, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by Airline, Airline's contractors or subcontractors. The kinds and amounts of insurance required are as follows:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Such insurance shall include employer's liability coverage with limits of not less than \$500,000 each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent coverage with limits of not less than \$50,000,000 per occurrence, combined single limit, for bodily injury, and property damage liability, and personal injury. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground, and contractual liability coverages. City shall be named as an additional insured.

(iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed by or on behalf of Airline, Airline shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. City shall be named as an additional insured.

(iv) All Risk Blanket Builder's Risk Insurance.

When Airline undertakes any work at the Airport, including improvements, betterments, or repairs, Airline shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery, and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, if applicable, earthquake, and flood.

(v) Professional Liability Insurance.

When any architects, engineers, or consulting firms perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of \$1,000,000. The policy shall have an extended reporting period of two (2) years. When policies are reviewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the contract.

Airline will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement, and City reserves the right to terminate this Agreement until proper evidence of insurance is provided.

All insurance policies shall provide for thirty (30) days written notice to City prior to the effective date of any change, cancellation, or termination of such coverage.

Airline shall require all contractors to carry the insurance required herein, or Airline may provide the coverage for any or all contractors or subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Airline expressly understands and agrees that any insurance coverages and limits furnished by Airline shall in no way limit Airline's liabilities and responsibilities specified within the Agreement, in equity, or by law.

Airline expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by Airline under this Agreement.

Airline shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by City.

City maintains the right to modify, delete, alter or change the requirements set forth hereunder in accordance with ACI-NA standards which may be published from time to time or other applicable industry standards."

11. The following new Section 16.12 entitled "Untenantable Conditions and Condemnation" is hereby added to the Hangar II Lease:

"Section 16.12 Untenantable Conditions And Condemnation.

(a) If the Demised Premises occupied by Airline hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered untenantable, then, unless City provides Airline with alternative Demised Premises, (a) Airline shall not be obligated to pay rent for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one year, Airline shall be entitled, upon forty-five days' prior written notice to City, to delete such untenantable portion from its Demised Premises; provided, however, that there shall be no abatement or reduction of rent or deletion from its Demised

Premises where the untenable condition is caused by the willful or negligent act or omission of Airline, its agents, employees, licensees, contractors, subcontractors, or invitees.”

(b) (1) Any condemnation or taking of such a substantial part of the Demised Premises that results in the Demised Premises being unsuitable or incapable of being used for the purposes stated herein, is hereafter referred to as a 'Total Taking'. In the event of a Total Taking, this Lease shall be terminated as of the earlier to occur of the date of the filing of the petition to condemn or the date of the Total Taking. Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

(2) In the event of a taking of the Demised Premises other than a Total Taking (a 'Partial Taking'), this Lease shall remain in effect as to the remaining portion of the Demised Premises and, if the proceeds of any award received by City on account of such Partial Taking are sufficient to restore or replace the Demised Premises so taken, City shall deposit the proceeds of the award with respect to the Demised Premises in a construction fund and City shall forthwith (subject to unavoidable delays) apply such proceeds to the restoration or replacement of the Demised Premises so taken as nearly as possible to (i) such condition, character, and utility value as existed prior to such Partial Taking, or (ii) to such other condition, character, and value as may be agreed upon by City and Airline. If for any reason the proceeds of an award received by City for a Partial Taking are in excess of the amount necessary to restore or replace the Demised Premises, the amount of such excess shall be paid to City. If such proceeds are insufficient to replace or restore the Demised Premises as provided in (i) and (ii) above, City shall not be required to restore or replace in excess of the proceeds of such awards, and Airline may, at its option, terminate the Lease upon thirty (30) days written notice to the City, and Airline may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02.

Any rent due the City by Airline shall be subject to abatement in an amount directly proportional to the extent Airline's ability to conduct normal operations on and from the Demised Premises is impaired by such condemnation, unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so condemned; provided, however, that if City fails to furnish adequate temporary substitute facilities so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than thirty (30) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall have no liability to Airline for City's failure to furnish temporary

substitute facilities or the City's failure to restore such facilities expeditiously.

12. This Amendment is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

13. This Amendment is authorized by an ordinance passed by City of Chicago City Council on _____ (pp. _____).

14. Execution of this Amendment by Airline is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Airline have been made with complete and full authority to commit Airline to all terms and conditions of this Amendment, including each and every representation, certification and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

15. If any provision of this Amendment conflicts with any provision of the Agreement, the provision contained in this Amendment shall govern.

In Witness Whereof, The parties have executed this First Amendment, all as of the date and year first above written.

City of Chicago,
a municipal corporation

By: _____
Richard M. Daley, Mayor

Attest: _____
City Clerk

Approved:

By: _____
David R. Mosena, Commissioner
Department of Aviation

By: _____
Walter K. Knorr,
City Comptroller

By: _____
Assistant Corporation Counsel
(As To Form And Legality)

American Airlines, Inc.,
a Delaware corporation

By: _____
A. Jayne Allison,
Vice President -- Corporate Real
Estate

Attest: _____
Charles D. Marlett,
Corporate Secretary

[(Sub)Exhibit "A" attached to this Amendment printed
on page 35311 of this Journal.]

(Sub)Exhibits "B", "C" and "D" attached to this Amendment read as follows:

(Sub)Exhibit "B".

(To Amendment To Hangar II Lease Agreement)

The Following Procedures Shall Apply During The Planning, Design, Fabrication, Installation, Construction, Start-Up And Testing (Collectively, The "Work") Of Any Improvements Made To The Demised Premises:

1. Responsibilities And Obligations Of Airline.
 - (a) Airline shall perform the Work, or cause the Work to be performed on the Demised Premises. Airline may award contracts for the Work to be performed using the fast track construction procedures described below, but the Airline shall remain responsible for the Work. In order to expedite the Work, Airline may negotiate as well as competitively bid its contracts.
 - (b) Airline agrees that it will complete the Work, or cause the Work to be completed, with all reasonable diligence.
 - (c) Airline shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.
 - (d) Airline shall not under any circumstances utilize the services of any entity which, to its knowledge, after due inquiry, is barred from contracting with the City pursuant to any law, ordinance, rule or regulation.
2. Airline Coordination With City.
 - (a) The Commissioner shall designate a Work Liaison to represent the City in all matters relating to the performance of the Work hereunder and shall constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this (Sub)Exhibit B in which the City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Airline is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on the City, in whole or in part, for the professional or technical accuracy of the Airline's Work to be provided hereunder. The Work Liaison shall be

the final arbiter of any decision to be made or consent or approval to be given under this (Sub)Exhibit. The Work Liaison shall further assist Airline in coordinating Airline's Work with other projects and operations at the Airport and in Airline's contacts with any federal, state or local government agencies. Airline will provide reasonable administrative space for the Work Liaison on or contiguous to the Demised Premises. The Work Liaison shall provide such personnel only as may be needed from time to time.

- (b) Airline shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the project, and further, in accordance with O'Hare Rules and Regulations in existence at the time the Work commences, and such other reasonable construction procedures and standards as may be established or approved by the City for the project. Such procedures and standards will not impose on the Airline stricter or more rigid procedures or standards than are then being applied to other airlines at the Airport. Such procedures and standards will be established by the City in a timely manner and made available to the Airline upon its request.

3. Requirements For Work.

(a) Project Planning, Design and Fabrication Phase: Airline shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans and specifications for the Improvements for review and comment by the Work Liaison. Such drawings, plans and specifications, and all amendments thereto, shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld. The Work Liaison will approve, conditionally approve or disapprove submissions of any such drawings, plans and specifications within fifteen (15) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Airline intends to adopt fast track construction procedures, Airline must still complete each contract package to a reasonable level of detail (including alternate designs selected by the Airline for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Airline shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Fast Track Construction Procedures: Airline will conform with Sections 1 -- 7 (submittal and review procedures) of the Chicago O'Hare International Airport Design and Construction Standards.

This is to say that:

- (i) Airline will submit a description of the project for conceptual approval in order to allow the architectural and engineering team to proceed with subsoil investigation and topographical survey of the sites.
- (ii) Upon completion of the two items stated in (i) above, the Schematic Design Phase for each construction phase (insofar as they are not combined) will be submitted for approval.
- (iii) After approval of the Schematic Design Phase, scope drawings and outline specifications will be submitted for approval under the Design Development Phase for each construction phase (insofar as they are not combined).
- (iv) After approval of the Design Development Phase and beginning with the Construction Document Phase, the architectural and engineering team will submit for approval specific items such as foundation drawings, site improvements, et cetera, in order to allow Airline's contractor to start construction prior to approval of the Construction Document Phase, as a whole.

All submittals referenced above should be considered the minimum number of submittals. City may reasonably direct Airline to provide other submittals as required. The Airline and its architectural/engineering/contractor team will work with the Commissioner of the Department of Aviation and the Work Liaison in order to ensure a smooth process during the design development and construction document phases as well as ensuring compliance with all Design and Construction Standards for the Airport. City recognizes that the fast track procedures are being used and acknowledges that the City's approval of various elements of the Work will be required on a timely basis.

(c) Airline to Provide Information: Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the Work, Airline shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or

operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Airline's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) Airline's initial and updated cost estimates for the Improvements, individually and aggregated.

(d) Installation, Construction, Start-Up and Testing Phase:

- (i) The Work Liaison shall have the right to monitor the Work on the Improvements to assure that the facilities which comprise the Improvements are installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing of the Improvements, Airline's Project Manager shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- contracts for services, labor and materials;
- material certificates and samples;
- approved shop drawings;
- lien waivers, payrolls, and requests for payment by contractors of any tier;
- progress reports;
- notification of substantial completion of the Improvements and final acceptance thereof;
- maintenance and operations manuals in connection with building systems;
- as-built drawings;
- warranties;

- test and start-up results; and
 - any other documents related to the Improvements which may be reasonably requested by the City.
- (ii) No change order which materially changes the scope of the Work or the Improvements shall be implemented by Airline without review and approval by the Work Liaison. The Work Liaison will approve, conditionally approve or disapprove submissions of change orders within fifteen (15) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.
- (iii) In the event the Work Liaison determines that the Work is at material variance from the approved drawings, plans, and specifications or applicable standards, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with its contractors. Until it has been determined by the Work Liaison that the Work has been performed without material variance from the approved drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Airline, (i) suggest to Airline that Airline withhold payments from any contractor or subcontractor which has performed, in the judgment of the Work Liaison, Work which is at material variance from the approved drawings, plans and specifications, or applicable standards or (ii) suggest to Airline that it stop Work on any portion of the Improvements directly affected by such variance from the approved drawings, plans, specifications and applicable standards. If Airline's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Airline to stop any other Work on any portion of the Improvements that are at variance with the approved drawings, plans, and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved drawings, plans and specifications or applicable standards shall be corrected or replaced by Airline, directly or through its contractors, provided

that the Work Liaison has informed Airline of such variance within ten (10) business days following the performance of such Work, unless the variance affects the structural integrity or safety of the Improvements or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Airline of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Airline within thirty (30) days following notice from the Work Liaison to Airline, the Work Liaison may cause such Work to be corrected or replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Airline shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such Work.

4. Compensation To City.

- (a) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with subparagraph (c) below, Airline shall compensate the Work Liaison for the cost of those services provided by the Work Liaison. The Work Liaison agrees to keep its costs as low as reasonably practicable, provided, however, that in no event shall the aggregate amount of reimbursement to the Work Liaison hereunder exceed in any equal year any Work that is or has been performed in an amount equal to one and one-half percent (1½%) of the aggregate expenditures during such year for the Work on the Improvements, and, provided, further however, that the Work Liaison shall be entitled to an equitable adjustment of such amount in proportion to any increase in its services as a result of a change in the scope of Work or in the Improvements.
- (b) During the continuation of Work, the Work Liaison shall provide Airline with an estimate of the Work Liaison's required manhours and budgets each month, with regard to its services. Thereafter, on a semi-annual basis, the Work Liaison shall provide Airline with a detailed review and analysis of actual manhours and expenditures against estimates, including reallocation of budgets if required, with regard to its services. More frequent reviews will be provided upon Airline's reasonable request therefor.

- (c) The Work Liaison shall provide Airline with monthly invoices that describe time charges for the Work Liaison staff assigned to the Improvements, and any other costs associated with the services provided by the Work Liaison. Airline may, within ten (10) days of such provision, request a meeting with the Work Liaison to review and discuss such invoices. The Work Liaison shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline may further request, at Airline's expense, City to review and audit Work Liaison invoices related to the Improvements at any time. Airline shall, upon reasonable request therefor, receive copies of all such audits performed by City and may interview the personnel who performed such audits. In no event shall Airline withhold from the Work Liaison the payment of any undisputed amount.

5. Access To Work Site.

Airline, and its architects, engineers, materialmen, and contractors of any tier, shall have, at their own risk, full and complete access to the Demised Premises and such other areas in the Airport as may be necessary to perform Work on the Improvement, provided that such access shall not reasonably interfere with the operations of or other projects at the Airport. The Work Liaison shall have authority to arrange, and shall arrange such access in a timely fashion. Notwithstanding any other statements herein, it is Airline's responsibility to coordinate its Work with the operations of and all other projects at the Airport. Airline is solely responsible for any costs relating to such coordination.

6. No Warranty By City.

Airline warrants that it has inspected the Demised Premises, and any other areas in the Airport as may be necessary; it was permitted access to any person or information in connection with its investigation of the Demised Premises and such areas; that the time for such investigation was adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the Work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever made regarding the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface, subsurface or environmental, which may be encountered at the Demised Premises or such other areas.

(Sub)Exhibit "C".

(To Amendment To Hangar II Lease Agreement)

I. Equal Employment And Affirmative Action.

Paragraph 1. Minority And Women Business Enterprises.

Airline shall provide for the participation of Minority and Women Business Enterprises in the design and construction of the Improvements. To this end, the Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure agreeable to the Airline and the City.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporation construction project. Neither Airline nor its contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction projects. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Butler's Minority and Women Business Enterprise program, the Airline shall establish a Minority and Women Business Enterprise liaison with City's Department of Aviation and with the City's Department of Purchases, Contracts and Supplies for the Improvements. Further, all personnel of Airline and all

others with responsibilities in the supervision of contracts for the Improvements are to see that actions are performed consistent with the affirmative action goals of this (Sub)Exhibit C.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be with utilization of Minority Business Enterprises (M.B.E.s) and Women Business Enterprises (W.B.E.s) certified by the City of Chicago subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. These goals shall be administered in a manner to assure the City and Airline that: (1) the Improvements shall be completed at a reasonable and acceptable cost to Airline, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Airline and City, and (3) the construction quality for the Improvements shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E.s and W.B.E.s) in the design and construction of the Improvement shall be to achieve a minimum of M.B.E. participation of 25% and W.B.E. participation of 5%, based on the total contracted expenditures for the Improvements.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and/or W.B.E. is not available to perform such work. The Department of Purchasing shall determine if any M.B.E. and W.B.E. are available to perform the work needed. If the Department determines that an M.B.E. or W.B.E. is available to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and/or W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

The Minority and Women Business Enterprise progress report required by Section IV of this (Sub)Exhibit C shall be made on forms or on a format established by the City and agreeable to Airline that includes the following items:

(i) the total amount of prime and subcontract awards during the quarter and, for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the Improvements and Common Improvements.

II. Equal Employment Opportunity And Affirmative Action Plan.

The Airline must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan") for the Improvements, which plan is acceptable to the City and the Airline.

The E.E.O./A.A. Plan will be considered in relation to the following goals for employment of women and minorities:

Minority Employment:

25% of skilled hours

40% of laborer hours

Women's Employment:

7% of skilled hours

10% of laborer hours

III. Chicago Residency Goals.

It shall be a goal of the Company that of the total construction worker hours performed in connection with the Project by the contractor and subcontractors in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by residents of the City. The Airline shall use its best efforts to meet this goal.

IV. Reporting And Compliance.

In the event that there are contracts subject to this (Sub)Exhibit C, at quarterly intervals, beginning ninety (90) days following the execution of this Lease, the Airline shall submit to the City progress reports on forms or on a format established by the City's Department of Purchases, Contracts and Supplies and agreeable to the Airline, that provide required information concerning Airline's compliance with the Airline's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

V. Contracting Authority Of Airline.

Nothing contained herein shall be deemed to supersede the authority and responsibility of the Airline with respect to the contracting process for construction of the Improvements.

(Sub)Exhibit "D".

(To Amendment To Hangar II Lease Agreement)

(Sub)Exhibit "A".
(To Amendment To Hangar II Lease Agreement)

CHICAGO O'HARE INTER. AIRPORT

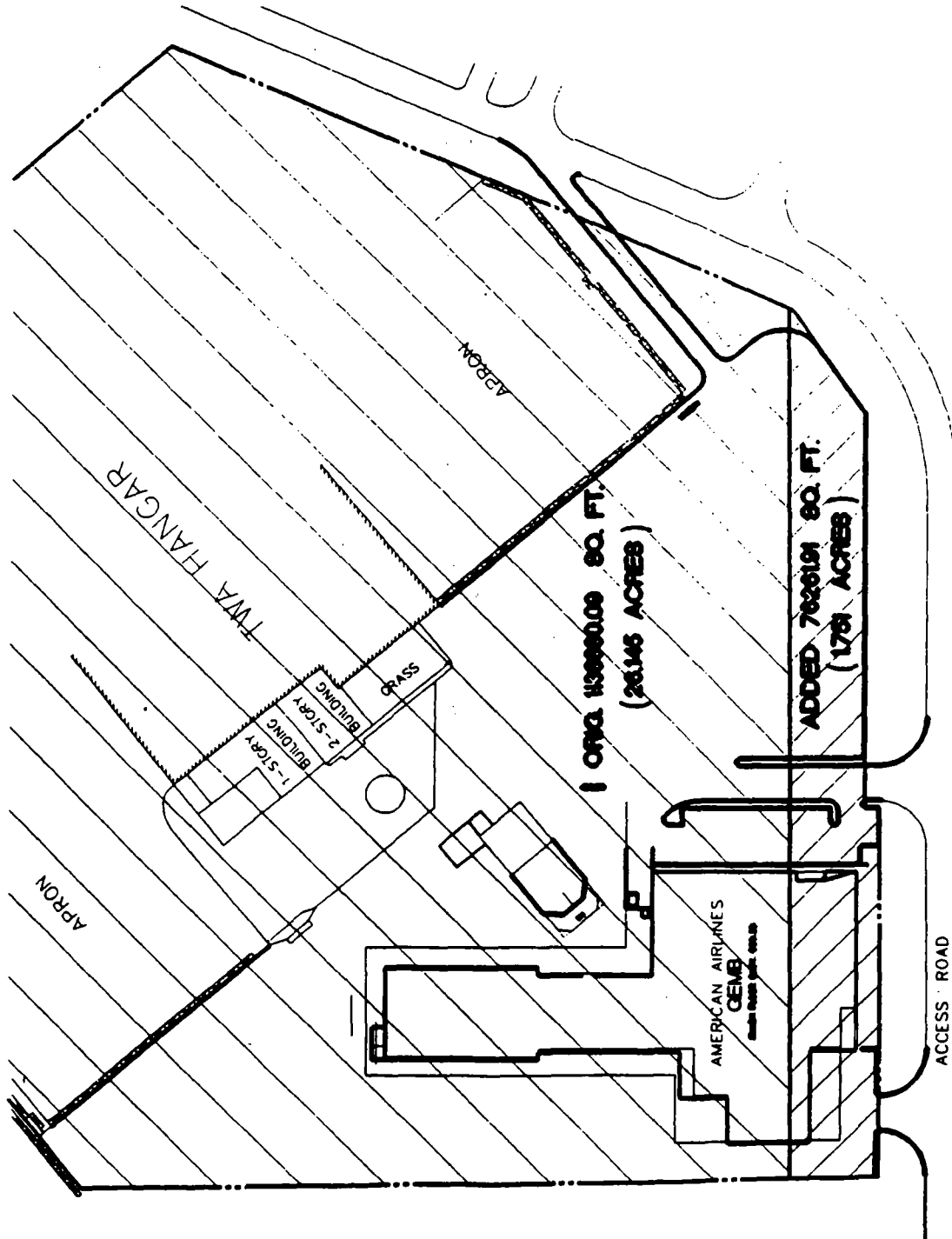


EXHIBIT A

COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM
RETIREMENT RESEARCH FOUNDATION TO
IMPLEMENT BENEFITS ELIGIBILITY
CHECKLIST OUTREACH
PROGRAM.

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

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of a grant from the Retirement Research Foundation necessary to assist in the implementation of the Benefits Eligibility Checklist Outreach Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") Department on Aging (the "Department") has been awarded grant funds (the "Grant Funds") in the amount of \$140,000 by the Retirement Research Foundation; and

WHEREAS, The Grant Funds will be used to allow the Department to implement the Benefits Eligibility Checklist Outreach Program (the "Program") which will provide outreach workers, translators and escorts to assist limited English-speaking seniors being screened for and applying for government benefits; and

WHEREAS, The Grant Funds will be used as matching funds to the funds received from the Chicago Community Trust for the Program; now, therefore,

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

SECTION 1. The sum of \$140,000 not previously appropriated, representing the Grant Funds, is hereby appropriated from Fund 925 -- Grant Funds for the Year 1993, for the purpose described in the preamble.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds as required to carry out the purpose of the Program.

SECTION 3. This ordinance shall take effect after its passage and publication as provided by law.

**AUTHORIZATION FOR ALLOCATION OF YEAR XIX COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS WITHIN
DEPARTMENT OF HUMAN SERVICES FOR
HOMELESS SERVICES PROGRAM.**

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

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Year XIX Community Development Block Grant Funds within the Department of Human Services for the Homeless Services Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance on December 9, 1992 which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$25,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,000,000 of Year XIX Community Development Block Grant funds to the Department of Human Services for the Homeless Services Program; and

WHEREAS, The Commissioner of the Department of Human Services requests this revision to allocate the \$1,000,000 in funding to five delegate agencies to provide homeless services, and said revision will not increase the Department's budget; now, therefore,

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

SECTION 1. The Year XIX Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit "A".

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

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

Exhibit "A".

Amendments To C.D.B.G. Year XIX Ordinance.

Fund 633 -- Community Development Block Grant Year XIX Fund.

Code	Department And Item	Strike Amount	Add Amount
	Department Of Human Services -- 53		
	Homeless Services -- 2570		
.0140	Professional and Technical Services	\$1,000,000	
	Chicago Clergy Association -- Haymarket House		\$314,300

Code	Department And Item	Strike Amount	Add Amount
	Score		\$ 45,000
	Bridge for the Homeless		214,000
	Washington/King Resource Center		250,000
	Outreach Mission Christian Center		176,700

AUTHORIZATION FOR TRANSFER OF YEAR 1993 FUNDS
WITHIN COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

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

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1993 within the City Council, Committee on License and Consumer Protection, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the Year 1993. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1993 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2225	0000	\$5,000

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2225	0300	\$5,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council, Committee on License and Consumer Protection during the year 1993.

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

AUTHORIZATION FOR INSTALLATION OF WATER
MAINS AT VARIOUS LOCATIONS.

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

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration two (2) orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Beavers 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):

*Portions Of West 63rd Place, South Nottingham Avenue
And West 64th Street.*

Ordered, That the Commissioner of Water is hereby authorized to install 10,257 feet of 36-inch concrete water main in West 63rd Place, between South Major Avenue and South Nottingham Avenue, South Nottingham Avenue between West 63rd Place and West 64th Street, and in West 64th Street between South Nottingham Avenue and South Harlem Avenue at a cost of \$3,540,635.29 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01312.

Portion Of East 134th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,217 feet of 8-inch ductile iron water main in East 134th Street, from 723 feet east of the east line of South Torrence Avenue to 450 feet west of the west line of South Commercial Avenue at a total estimated cost of \$174,945.67 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01415.

COMMITTEE ON BUILDINGS.

**AMENDMENT OF TITLE 15, CHAPTER 4 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 102 TO
REQUIRE SAFETY WARDENS AS ADDITIONAL
FIREGUARDS IN CERTAIN
ASSEMBLY UNITS.**

The Committee on Buildings submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred May 19, 1993) amending Chapter 15-4 of the Municipal Code of Chicago relating to safety wardens in certain assembly units, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 15-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 15-4-102, as follows:

15-4-102 The owner or manager of every large assembly unit, as defined in Chapter 13-56 of this code, shall appoint a person employed in the unit as safety warden, and an alternate safety warden. The safety warden and alternate safety warden shall be in addition to any fireguard or fireguards required under this chapter.

The safety warden shall conduct a safety review of the premises on a weekly basis to identify safety hazards that are readily recognizable and easily corrected, such as non-functioning lights; improper use or storage of cleaning materials and combustible materials; obstruction of stairwells, corridors and exits; accumulation of dirt and debris; and use of fire closets, elevators, and mechanical or electrical areas for storage space. The safety warden shall record the results of the weekly safety review in a ledger, which shall be available for inspection by personnel of the fire prevention bureau and the department of buildings at all reasonable times. No later than April 30, August 31 and December 31 of each year, the safety warden shall certify to the fire prevention bureau, on forms supplied by the bureau, compliance with the review and recording requirements of this section since the last periodic report. The owner or manager of the assembly unit shall notify the fire prevention bureau and the department of buildings of the names of the safety warden and alternate safety warden. Any person who violates any provision of this section or who falsifies an entry in a ledger or certification required under this section, shall be subject to a fine of not less than \$200.

The fire commissioner and the buildings commissioner may jointly issue regulations for the administration and implementation of this section.

SECTION 2. This ordinance shall take effect 30 days after its passage and approval.

AMENDMENT OF TITLE 13, CHAPTER 156 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 065 TO
REQUIRE BUILDING MANAGERS OR OWNERS TO
FILE WRITTEN REPORTS WITH COMMISSIONER
OF BUILDINGS WHENEVER INDIVIDUALS
ARE DETAINED IN ELEVATORS FOR
PERIODS EXCEEDING FIFTEEN
MINUTES.

The Committee on Buildings submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance amending Chapter 13-156 of the Municipal Code of Chicago (which was referred on November 6, 1992) relating to persons detained in elevators, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The safety of individuals who use elevators in the City of Chicago is a significant governmental concern; and

WHEREAS, The safety concerns of the City would be more effectively addressed if the Commissioner of Buildings were promptly made aware of situations in which persons are detained in stalled elevators; and

WHEREAS, Certain persons using elevators in the City of Chicago have been known to be detained in malfunctioning elevators for a substantial period of time; now, therefore,

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

SECTION 1. Chapter 13-156 of the Municipal Code of Chicago is hereby amended by adding a new Section 13-156-065 as follows:

13-156-065 Whenever one or more passengers are detained in a stalled or malfunctioning elevator for a period in excess of fifteen minutes, the owner of the elevator equipment, building superintendent, lessee, or manager of the building or property shall file a written report of the incident with the Commissioner of Buildings within forty-eight hours of the occurrence. The report shall include the following information: identification of the elevator in which the stalling or malfunctioning occurred; the time during which a passenger or passengers were detained; the cause of the interruption of service; and the name of the person(s) who responded to the shutdown.

Any person who fails to comply with this section shall be subject to the penalties provided in Section 13-156-1010; provided, however, that when a report is properly filed as provided herein, no person shall be deemed to have committed a violation of this section.

SECTION 2. This ordinance shall be in force and effect 30 days after its due passage and publication.

AMENDMENT OF TITLE 13, CHAPTER 56, SECTIONS 100 AND
280 OF MUNICIPAL CODE OF CHICAGO BY EXPANDING
CLASSIFICATIONS OF AND FIRE RESISTANCE
REQUIREMENTS FOR DAY CARE CENTERS.

The Committee on Buildings submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on June 9, 1993) amending Chapter 13-56 of the Municipal Code of Chicago relating to day care centers, begs leave to recommend that Your Honorable Body Do *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has recognized the increasing importance of effective, safe day care services for infants and children; and

WHEREAS, The availability of day care services is crucial for the parents of infants and children who remain employed while their children are young; and

WHEREAS, Facilities that are used for the provision of child care services should be regulated to provide effective fire protection; now, therefore,

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

SECTION 1. Chapter 13-56 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in italics, as follows:

13-56-100 Assembly Units designed or used for educational or institutional purposes shall be classified as Class C-3 Schools. Every School shall be classified as follows:

Type I Schools: Type IA Schools shall include day care centers-Class I not included in Type III Schools, kindergarten schools, elementary schools, and other similar occupancies.

Type IB Schools: Type IB Schools shall include middle schools, junior high schools, high schools and *other* [the] similar occupancies.

Type II Schools: Type II Schools shall include colleges, schools for adult education, commercial and vocational schools with accommodations at any one time of more than 100 persons.

Type III Schools: Type III Schools shall include Day Care Centers-Class I of 100 children or less located on either the first floor or basement but not both [.] *and Day Care Centers-Class II of 30 children or less under 2 years of age, which shall be located on the first floor only. Day Care Centers Class I and II that are combined into one facility of 100 children or less, consisting of not more than 30 children under two years of age, shall be located on the first floor only.*

SECTION 2. Chapter 13-56 of the Municipal Code of Chicago is hereby amended in Section 13-56-280 by deleting the language bracketed and adding the language in italics, as follows:

13-56-280 Each occupancy in a building of mixed occupancy shall be separated horizontally and vertically from any adjoining occupancy by

construction materials providing fire resistance as established in Table 13-56-280 as set out in this section. Separation between Type III Schools and A, B, C-1, C-2 and E[,] occupancies, *except Day Care Centers with children less than two years of age*, may be reduced to one hour. *Separation between Type III Schools with children less than two years of age and A, B, C-2, E and F occupancies may be reduced to two hours.* [Separations between Type III Schools and F occupancies may be reduced to one hour subject to the approval of the buildings commissioner and fire commissioner.]

Separation in buildings of mixed occupancies may be reduced by one hour from the fire resistance requirements as established in Table 13-56-280 as set out in this section of this Code when the building is equipped throughout with an approved automatic sprinkler system which is supervised and provided with a two-source water supply, one of which shall be provided with an emergency power supply as defined in Section 15-16-180 of this Code[.], *except that separations between Day Care Centers with children less than two years of age and A, B, C, C-1, C-2, E and F occupancies shall not be reduced to less than two hours.*

SECTION 3. This ordinance shall be in effect upon its passage and publication.

AMENDMENT OF TITLE 13, CHAPTERS 172 AND 200 OF
MUNICIPAL CODE OF CHICAGO TO REGULATE
NATURAL LIGHTING AND VENTILATION
REQUIREMENTS FOR RESIDENTIAL
LOFT UNITS.

The Committee on Buildings submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance amending Title 13, Chapters 172 and 200 of the Municipal Code of Chicago (which was referred on October 14, 1992) relating to residential loft units ventilation and light, begs leave to recommend that Your Honorable Body Do Pass the proposed substitute ordinance which is transmitted herewith.

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

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Section 13-172-070 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

13-172-070. Natural lighting -- Measurements of glass area.

(a) The glazed area required for natural lighting shall be based on the use of transparent glazing material measured as to the nominal glazed dimensions. When a material is used, which is not transparent, required areas shall be increased to provide equivalent lighting.

(b) The effective glazed area shall be computed at not more than 80 percent of the actual glazed area under the following conditions:

(1) When a required window faces a wall or other obstruction of a distance of less than 10 feet;

(2) When a required window is located below a porch roof or other structure projecting more than four feet from the face of the window and when the plane from the head of the window to the outside of such projection forms an angle with the horizontal of less than 45 degrees.

(c) Enclosed porches shall have a glazed area equal to not less than three times the aggregate required glazed area opening from a habitable room to the porch.

(d) Habitable rooms in buildings constructed prior to 1957 and converted to residential use may share the available glazed area for natural lighting if the total glazed area is not less than 15 percent of the aggregate floor area of the habitable rooms and the means of natural lighting to any habitable room remote from the glazed area is provided by an effective wall opening of a size not less than 30 percent of the floor area of that habitable room.

SECTION 2. Section 13-172-120 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

13-172-120. Natural ventilation -- General requirements.

(a) All habitable rooms in residential units shall be provided with a means of natural ventilation as herein required, except that kitchens having a floor area not exceeding 125 square feet shall comply with the ventilation requirements for living quarters, kitchens as provided in Chapter 13-176 of this code.

(b) All other rooms, including bathrooms, used or intended for human occupancy, shall be provided with means of natural ventilation as herein required or shall have an approved system of mechanical ventilation complying with the requirements of Chapter 13-176, except as follows:

(1) Natural ventilation shall not be substituted for mechanical ventilation in rooms or spaces where mechanical ventilation is specifically required in Chapter 13-176.

(2) Natural ventilation or mechanical ventilation except where specifically required in Chapter 13-176 shall not be required in spaces occupied for infrequent and limited periods of time such as storage spaces, corridors and other circulation areas.

(3) Habitable rooms in buildings constructed prior to 1957 and converted to residential use may share the available natural ventilation if the total natural ventilation area is not less than 7.5 percent of the aggregate floor area of the habitable rooms and the means of natural ventilation to any habitable room remote from the source of natural ventilation is provided by an effective wall opening of a size not less than 15 percent of the floor area of that habitable room.

SECTION 3. Section 13-200-380 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

13-200-380. Natural light and ventilation. Existing means of natural light and ventilation may remain and not be increased in area if they are in compliance with the codes in force at the time the building was built or altered. If the room sizes are altered, the natural light and ventilation requirements of Chapter 13-172 shall be met, except that existing courts or light wells need not be increased in size. *In buildings constructed prior to 1957 and converted to residential use, habitable rooms may share natural light and ventilation in accordance with the provisions of Chapter 13-172, if the rooms sharing natural light and ventilation do not exceed 30% of the total floor area of the unit.*

SECTION 4. This ordinance shall be full force and effect from after its passage and approval.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT NUMBER 7 TO LAWNSDALE
CONSERVATION PLAN.

The Committee on Housing and Real Estate submitted the following report :

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving Amendment No. 7 to the Lawndale Conservation Plan, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of Chicago, the Department of Planning and Development has submitted to the Community Development Commission, hereinafter referred to as the "Commission", Amendment No. 7 to the Lawndale Conservation Plan, entitled Lawndale Conservation Plan, Amendment No. 7, dated February, 1993; and

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of Chicago, the Commission approved Amendment No. 7 to the Lawndale Conservation Plan at its regular meeting of February 9, 1993, which is incorporated herein by this reference; and

WHEREAS, The City Council has received said Amendment No. 7 and determined that it is in accordance with contemporary planning principles; now, therefore,

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

SECTION 1. Amendment No. 7 to the Lawndale Conservation Plan is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

SALE OF CITY-OWNED PROPERTIES AT 3350 -- 3354 WEST
POLK STREET AND 3351 -- 3359 WEST LEXINGTON
STREET TO WEST SIDE AFFORDABLE
HOUSING LIMITED PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the Department of Planning to enter into an agreement with West Side Affordable Housing Limited Partnership in order to effectuate a negotiated sale of properties at the following locations:

3350 -- 3354 West Polk Street; and

3351 -- 3359 West Lexington Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission, hereinafter referred to as the ("Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the sale of land and to promote redevelopment of project areas; and

WHEREAS, The Lawndale Conservation Plan, as amended, for the Lawndale Conservation Area ("Project Area") heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago ("City Council"); and

WHEREAS, The Commission has recommended the sale of certain parcels of land at 3350 -- 3354 West Polk Street and 3351 -- 3359 West Lexington Street ("Property") which are identified herein and more fully described on plats of survey available for inspection in the Department of Planning and Development to West Side Affordable Housing Limited Partnership ("Developer") by Resolution No. 93-CDC 1-6; and

WHEREAS, The Developer proposes to redevelop the Property as part of Phase I of the Homan Square Project which is intended to consist of 80 units of new housing; and

WHEREAS, The proposed use is in accordance with the Lawndale Conservation Plan; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of said Property as recommended therein, and it is the sense of the City Council that the sale is in furtherance of the Conservation Plan for the Project Area and should be approved; now, therefore,

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

SECTION 1. The sale recommended by the Community Development Commission of all the property named below to the West Side Affordable Housing Limited Partnership in the Lawndale Conservation Area is hereby approved as follows:

Owner	Purchaser	Parcels	Square Feet	Total Price
Private Parties	City of Chicago to acquire	3350 -- 3354 West Polk Street (Permanent Index Numbers 16-14-410-016 and 017)	12,500	Total actual cost of acquisition
City of Chicago	West Side Affordable Housing Limited Partnership	3351 -- 3359 West Lexington Street (Permanent Index Number 16-14-410-001)	12,500	\$17,000

SECTION 2. The Commissioner of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer for the property described in Section 1 above ("Property") which among other things shall provide the following:

- 1) The Developer shall pay the amount for the property currently owned by the City of Chicago as set forth in Section 1 above.

- 2) The Developer shall pay all costs incurred in connection with the City of Chicago's acquisition of the privately-owned property, as set forth in Section 1 above.
- 3) The Developer shall redevelop the Property as housing as a part of Phase I of the Homan Square Project and such development shall be in accordance with the Lawndale Conservation Plan as amended.
- 4) Any further use of the Property other than housing as provided herein shall be subject to the approval of the Commission or its successor agency.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed or deeds and redevelopment agreement as provided herein.

SECTION 4. This ordinance shall be effective upon its passage.

AMENDMENT NUMBER 8 TO CHICAGO-ORLEANS
REDEVELOPMENT PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving Amendment No. 8 to the Chicago-Orleans Redevelopment Plan, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Urban Renewal Board and the City Council of the City of Chicago heretofore approved the Chicago-Orleans Redevelopment Plan as amended for the Chicago-Orleans Redevelopment Project Area; and

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of Chicago, the Community Development Commission of the City of Chicago hereinafter referred to as the "Commission", by Resolution No. 92-CDC-27 adopted on October 13, 1992, approved Amendment No. 8 to the Chicago-Orleans Redevelopment Plan which is attached hereto and incorporated herein; and

WHEREAS, The City Council has received said Amendment No. 8 and has determined that it is in accordance with contemporary planning principles; now, therefore,

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

SECTION 1. Amendment No. 8 to the Chicago-Orleans Redevelopment Plan is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

[Amendment No. 8 to Chicago-Orleans Redevelopment Plan referred to in this ordinance unavailable at time of printing.]

AMENDMENT OF ORDINANCE WHICH DESIGNATED
CAPITAL IMPROVEMENT SITES FOR USE
BY BOARD OF EDUCATION.

The Committee on Housing and Real Estate submitted the following report :

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Public Building Commission amending a list of capital improvement sites for use by the Board of Education, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, At the request of the Board of Education of the City of Chicago (the "Board"), the Public Building Commission of Chicago (the "Commission") has heretofore undertaken the 1990 Capital Improvement Program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities (the "Project"); and

WHEREAS, Pursuant to the provisions of "An Act To Authorize The Creation Of Public Building Commissions And To Define Their Rights, Powers, And Duties", approved July 5, 1955, as amended (the "Act"), the Commission, by resolution, heretofore selected, located and designated certain sites for the Project; and

WHEREAS, The City Council of the City of Chicago (the "City Council") passed an ordinance (the "Site Designation Ordinance") approving the site designations for the Project on May 16, 1990, at pages 16233 through 16244, inclusive, of the Journal of Proceedings of the City Council (the "Journal"); and

WHEREAS, The Site Designation Ordinance was heretofore amended by the City Council at the request of the Commission on March 15, 1991, January 14, 1992 and May 20, 1992 at pages 31237 through 31250, pages 11601 through 11628, and pages 16378 through 16380, respectively, of the Journal; and

WHEREAS, By resolutions duly adopted, the Commission has approved further amendments of the sites designated for the Project by substituting certain amended sites (the "Amended Sites") as described hereinbelow in lieu of sites heretofore designated (the "Original Sites") for the Project; and

WHEREAS, The Amended Sites are conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for the Project; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Commission has requested that the City Council approve the Amended Sites so selected, located and designated by the Commission, as sites to be acquired and improved in connection with the Project; now, therefore,

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

SECTION 1. The City Council does hereby approve a further amendment of the Site Designation Ordinance by including the Amended Sites in lieu of the Original Sites, all as described hereinbelow as sites to be acquired and improved in connection with the Project:

Current Sites

Morrill, Eberhart and Tonti
 West 60th Street on the north
 West 61st Street on the south
 South Keeler Avenue on the east
 South Karlov Avenue on the west
 Approximately 8.24 acres

Korean Church School Building
 5101 North Kimball Avenue
 Chicago, Illinois 60649

McCormick and Branch
 3105 West 26th Street
 Chicago, Illinois 60623
 Approximately 4.21 acres

Spry and Hammond
 2800 South Sacramento Avenue
 Chicago, Illinois 60623
 Approximately 18.4 acres

Monroe, Linne and Reilly
 Southwest corner of North Tripp
 Avenue and West Nelson Street
 Chicago, Illinois 60641
 Approximately 1.2 acres

Seward and Hamline
 4236 South Marshfield Avenue
 Chicago, Illinois 60609
 Approximately 3.54 acres

Sheldon Elementary School
 2554 West 113th Street
 Chicago, Illinois 60655

Amended Sites

Marquette Elementary School
 6550 South Richmond Street
 Chicago, Illinois 60629

Morrill Elementary School
 6001 South Rockwell Street
 Chicago, Illinois 60629

McCormick and Branch
 3001 South Kedzie Avenue
 Chicago, Illinois 60623
 Approximately 3 acres

Spry and Hammond
 West 23rd and South Western
 Avenue
 Chicago, Illinois 60623
 Approximately 2.5 acres

Reilly Annex
 3650 West School Street
 Chicago, Illinois 60618

Seward and Hamline
 West 50th and South Racine
 Avenue
 Chicago, Illinois 60609
 Approximately 2 acres

Withdrawn

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage as required by law.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred six (6) ordinances by the Department of General Services accepting bid proposals for City-owned properties at the following locations:

1246 North Greenview Avenue

5254 South Halsted Street

3042 South Keeley Street

1429 South St. Louis Avenue

4519 South Wallace Street

1427 West Walton Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

1246 North Greenview Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lidia Honczaruk, 1242 North Greenview Avenue, Chicago, Illinois 60622, to purchase for the sum of \$30,000.00, the City-owned vacant property, as advertised, described as follows:

Lot 7 in Echols and Dickson's Subdivision of Block 12 in Canal Trustee's Subdivision of part of the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1246 North Greenview Avenue, Permanent Tax Number 17-05-116-077)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,000.00 submitted by said bidder to the Department of General Services, Asset Management, 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.

5254 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Boisie L. Watson, 5258 South Halsted Street, Chicago, Illinois 60609, to purchase for the sum of \$2,200.00, the City-owned vacant property, as advertised, described as follows:

Lot 45 in Henry Botsford Subdivision of that part lying south of the north 72 rods and north of the south 78 rods in the east half of the southeast quarter of Section 8, Township 38 North, Range 14 (except the south 33 feet and the east 33 feet thereof) lying east of the east 33 feet thereof in Cook County, Illinois (commonly known as 5254 South Halsted Street, Permanent Tax Number 20-08-414-086)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$220.00 submitted by said bidder to the Department of General Services, Asset Management, 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.

3042 South Keeley Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Luigi Scalise, 3020 South Normal Avenue, Chicago, Illinois 60616, to purchase for the sum of \$18,125.00, the City-owned vacant property, as advertised, described as follows:

Lot 14 in Keeley's Subdivision of the south part of Lot 6 in Block 25 in Canal Trustees' Subdivision of the south fractional half of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3042 South Keeley Street, Permanent Tax No. 17-29-422-072)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,812.50 submitted by said bidder to the Department of General Services, Asset Management, 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.

1429 South 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 Keith E. Davenport, 1125 West 185th Place, Chicago, Illinois 60630, to purchase for the sum of \$2,714.00, the City-owned vacant property, as advertised, described as follows:

Lot 17 (except the south 5 feet and the north 12 feet and 8-5/58 inches) in Block 2 in Grant's Addition to Chicago, being in the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1429 South St. Louis Avenue, Permanent Tax No. 16-23-216-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$271.40 submitted by said bidder to the Department of General Services, Asset Management, 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.

4519 South Wallace Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Patrick Galvin, 525 West 46th Street, Chicago, Illinois 60609, to purchase for the sum of \$8,110.00, the City-owned vacant property, as advertised, described as follows:

Lot 26 in Block 2 in D. W. Baker's Subdivision of the east half of the north half of the south half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4519 South Wallace Street, Permanent Tax No. 20-04-322-006)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$850.00 submitted by said bidder to the Department of General Services, Asset Management, 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.

1427 West Walton Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mary Jo Shields, 8628 South Tripp Avenue, Chicago, Illinois 60652, to purchase for the sum of \$25,001.00, the City-owned vacant property, as advertised, described as follows:

Lot 26 in Allen C. Lewis Subdivision of the south half of Block 22 in Canal Trustees Subdivision of the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1427 West Walton Street, Permanent Tax No. 17-05-319-044)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,500.10 submitted by said bidder to the Department of General Services, Asset Management, 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.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES UNDER ADJACENT NEIGHBORS
LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services accepting bid proposals under the Adjacent Neighbors Land Acquisition Program at the following locations:

1517 South Komensky Avenue

3638 South Lake Park Avenue

2806 East 78th Street,

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

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

Respectfully submitted,
(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council of the City of Chicago in an ordinance on March 6, 1981 found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 of the Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803 -- 14805 of the Journal of the City Council Proceedings. Said bids and legal description are as follows:

Bidder: Donald Anderson

Real Estate Number: 5470

Address: 1513 South Komensky
Avenue

Address: 1517 South Komensky
Avenue

Bid Amount: \$300.00

Index Number: 16-22-230-005

Legal Description

Lot 43 in Block 8 in Our Home Addition to Chicago, a subdivision of the east half of the northeast quarter (except the north 50 acres) of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1517 South Komensky Avenue, front and rear, Chicago, Illinois).

Bidder: Theodore and Donna Feaster	Real Estate Number: 3927
Address: 3636 South Lake Park Avenue	Address: 3638 South Lake Park Avenue
Bid Amount: \$300.00	Index Number: 17-34-410-035

Legal Description

The north 22 feet of the south 49 feet of Lot 14 in City Clerk's Division of Lots 83, 84, 85, 86 and 87 in Ellis' East Addition to Chicago in Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3638 South Lake Park Avenue, Chicago, Illinois).

Bidder: Joel and Ruschelle Gearing	Real Estate Number: 9335
Address: 2810 East 78th Street	Address: 2806 East 78th Street
Bid Amount: \$350.00	Index Number: 21-30-400-016

Legal Description

Lot 3 in William M. Townsend's Subdivision of Lot 133 in Division No. 2 of Westfalls Subdivision of 208 acres, being a subdivision of the east half of the southwest half and the southeast fractional quarter of Section 30, Township

38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2806 East 78th Street, Chicago, Illinois).

SECTION 2. That the conveyances of the City-owned properties under the "Adjacent Neighbors Land Acquisition Program", are subject to all terms and conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions, and restrictions in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the City-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of these properties has been completed to deliver the cashier's checks, certified checks, bank checks and money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

**ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTIES UNDER HOME RULE SALE.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of General Services accepting the Home Rule Sale of City-owned vacant properties at the following locations:

4620 West Congress Parkway

2306 West Roosevelt Road

4629 -- 4645 West Van Buren Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

*4620 West Congress Parkway And 4629 -- 4645
West Van Buren Street.*

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 unimproved parcel of real property described herein, which is owned by the City of Chicago to The Blackstone Manufacturing Company, 4630 West Harrison Street, Chicago, Illinois.

Real Estate Number: 7695

Amount: \$138,000.00

Address: 4620 West Congress Parkway
and 4629 -- 4645 West Van
Buren Street

Permanent Tax
Number: 16-15-122-004

Legal Description

The north half of the southeast quarter of the southwest quarter of the northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian (excepting therefrom those parts falling within Congress Parkway and Van Buren Street), 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 The Blackstone Manufacturing Company.

SECTION 3. This ordinance shall be effective upon its passage.

2306 West Roosevelt Road.

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 unimproved parcel of real property described herein, which is owned by the City of Chicago to Terrence Skrypkun, 2310 West Roosevelt Road, Chicago, Illinois.

Real Estate Number: 4776

Amount: \$14,000.00

Address: 2306 West Roosevelt Road

Permanent Tax
Number: 17-18-335-035

Legal Description

Those portions of Lots 45 and 46 in Block 9 in Morris & Others' Subdivision of the west half of the southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at a point in the north line of said Lot 45, a distance of 23 feet east from the northwest corner of said lot; thence east along the north line of said Lots 45 and 46, 25 feet, 107/8 inches to the center line of a brick wall; thence south along the center line of said wall and parallel with the east line of said Lot 46 to a point in the northerly line of Ogden Avenue (as widened); thence west along the south line of Lots 45 and 46 to a point in the south line of said Lot 45, a distance of 23 feet east of the southwest corner of said Lot 45; thence north parallel with the east line of said Lot 45 to the point of beginning (except that part thereof taken for widening 12th Street), 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 Terrence Skrypkun.

SECTION 3. This ordinance shall be effective upon its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of General Services approving bids under the Special Sales Program at the following locations:

230 North California Avenue

232 North California Avenue

1524 South Kedzie Avenue

900 -- 902 South Independence Boulevard

906 -- 908 South Independence Boulevard

920 South Independence Boulevard

1206 -- 1210 South Millard Avenue/3635 West Roosevelt Road

3637 West Roosevelt Road

3641 West Roosevelt Road

3645 West Roosevelt Road

3649 West Roosevelt Road

2120 South Pulaski Road

2131 South Pulaski Road

2133 South Pulaski Road

2141 South Pulaski Road

1125 West 63rd Street

1124 West 63rd Street

1143 West 63rd Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

230 And 232 North California Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Greater Holy Temple Church of God in Christ, an Illinois not-for-profit corporation, 246 North California Avenue, Chicago, Illinois ("Grantee") has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use in conjunction with the Church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such,

may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Greater Holy Temple Church of God in Christ, an Illinois not-for-profit corporation in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Greater Holy Temple Church of God in Christ, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 18 in Graydon and Lawson's Subdivision of Block 15 in David S. Lee and Other's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County (commonly known as 230 North California Avenue, Chicago, Illinois, Permanent Index No. 16-12-316-016).

Lot 17 in Graydon and Lawson's Subdivision of Block 15 in David S. Lee and Other's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 232 North California Avenue, Chicago, Illinois, Permanent Index No. 16-12-316-015).

1524 South Kedzie Avenue.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Holy Sanctuary Community Church, an Illinois not-for-profit corporation, 1516 South Kedzie Avenue, Chicago, Illinois 60623 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Holy Sanctuary Community Church, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to Holy Sanctuary Community Church, an Illinois not-for-profit corporation, 1516 South Kedzie Avenue, Chicago, Illinois 60623.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot in conjunction with Grantee's church for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 5 in subdivision of Block 8 in Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter lying north of center line of Ogden Avenue in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1524 South Kedzie Avenue, Chicago, Illinois, Permanent Index No. 16-23-229-027).

*900 -- 902, 906 -- 908 And 920 South
Independence Boulevard.*

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Gateway Houses Foundation, Inc., an Illinois not-for-profit corporation, 819 South Wabash Avenue, Suite 300, Chicago, Illinois 60605 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing a garden/recreational area in conjunction with the community organization; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Gateway Houses Foundation, Inc., in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to Gateway Houses Foundation, Inc., an Illinois not-for-profit corporation, 819 South Wabash Avenue, Suite 300, Chicago, Illinois 60605.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- (1) the Property is improved for use as a garden/recreational area within twelve months from the date of this deed; and
- (2) the Property is used for garden/recreational purposes for a period of seven years from date of this deed.

In the event that these conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate seven years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 12 and the north 18.4 feet of Lot 2 in Block 1 in W. J. and D.F. Anderson's Subdivision of Sub-block 1 (except the west 100 feet of the south half thereof) of Block 5 and all of Sub-block 1 of Block 6 in the Circuit Court Partition, being a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 900 -- 902 South Independence Boulevard, Chicago, Illinois, Permanent Index No. 16-14-318-025).

Lot 2 (except the north 18.4 feet thereof) and all of Lot 3 and Lot 4 (except the south 9.6 feet thereof) in Block 1 in W. J. and D.F. Anderson's Subdivision of Sub-block 1 (except the west 100 feet of the south half thereof) of Block 5 and all of Sub-block 1 of Block 6 in the Circuit Court Partition, being a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 906 -- 908 South Independence Boulevard, Chicago, Illinois, Permanent Index No. 16-14-318-026).

Lots 7 and 8 in Block 1 in Anderson's Subdivision on Block 1 (except railroad) of Block 5 and all of Sub-block 1 of Block 6, all Circuit Court Partition, being a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 920 South Independence Boulevard, Chicago, Illinois, Permanent Index No. 16-14-318-029).

2120, 2131, 2133 And 2141 South Pulaski Road.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Asia Missionary Baptist Church, an Illinois not-for-profit corporation, 2140 South Pulaski Road, Chicago, Illinois, 60623 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Asia Missionary Baptist Church, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to Asia Missionary Baptist Church, an Illinois not-for-profit corporation, 2140 South Pulaski Road, Chicago, Illinois 60623.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot in conjunction with Grantee's church for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 9 in Block 4 in T.P. Phillip's Equitable Land Association to Chicago, in the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2120 South Pulaski Road, Chicago, Illinois, Permanent Index Number 16-22-424-041).

Lot 150 in the subdivision of Lots 2, 3 and 5 the Partition of the west 60 acres, north of the southwestern Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2131 South Pulaski Road, Chicago, Illinois, Permanent Index Number 16-23-317-013).

Lot 149 in Kralovfc's Subdivision of Lots 2, 3 and 5 in partition of west 60 acres north of southwest Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2133 South Pulaski Road, Chicago, Illinois, Permanent Index Number 16-23-317-014).

Lot 146 in Subdivision of Lots 2, 3 and 5 in Superior Court Partition of the west 60 acres of the road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2141 South Pulaski Road, Chicago, Illinois, Permanent Index Number 16-23-317-017).

*1206 -- 1210 South Millard Avenue/3635 West Roosevelt Road,
3637, 3641, 3645 And 3649 West Roosevelt Road.*

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Sunshine Missionary Baptist Church, Inc., an Illinois not-for-profit corporation, 3660 West Roosevelt Road, Chicago, Illinois ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Sunshine Missionary Baptist Church, Inc., an Illinois not-for-profit corporation, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to Sunshine Missionary Baptist Church, Inc., an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 1 in Block 2 in Miller's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1206 -- 1210 South Millard Avenue/3635 West Roosevelt Road, Chicago, Illinois, Permanent Index Number 16-23-105-008).

Lot 2 in Block 2 in Miller's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3637 West Roosevelt Road, Chicago, Illinois, Permanent Index Number 16-23-105-007).

Lot 4 in Block 2 in Miller's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3641 West Roosevelt Road, Chicago, Illinois, Permanent Index Number 16-23-105-002).

Lot 5 in Block 2 in Miller's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3645 West Roosevelt Road, Chicago, Illinois, Permanent Index Number 16-23-105-004).

Lot 4 in Block 2 in Miller's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3649 West Roosevelt Road, Chicago, Illinois, Permanent Index Number 16-23-105-005).

1125, 1124 And 1143 West 63rd Street.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, St. Mary Missionary Baptist Church, an Illinois not-for-profit corporation, 1044 -- 1048 West 63rd Street, Chicago, Illinois ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to St. Mary Missionary Baptist Church, an Illinois not-for-profit corporation, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to St. Mary Missionary Baptist Church, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 10 in Block 3 in Weddell and Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1125 West 63rd Street, Chicago, Illinois, Permanent Index Number 20-20-201-001).

Lot 29 in Hoge's Subdivision of the south half of the east half of the west half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1124 West 63rd Street, Chicago, Illinois, Permanent Index Number 20-17-425-034).

Lot 4 in Block 4 in Weddell and Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1143 West 63rd Street, Chicago, Illinois, Permanent Index Number 20-20-200-007).

**AUTHORIZATION FOR CONVEYANCE OF PROPERTIES TO
QUALIFIED PARTICIPANTS UNDER CHICAGO
ABANDONED PROPERTY PROGRAM.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred twenty-one (21) ordinances by the Department of Buildings approving bids

under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

1251 South Avers Avenue

5137 South Carpenter Street

3114 -- 3146 West Carroll Avenue

6819 South Green Street

6746 South Halsted Street

4131 -- 4133 South Indiana Avenue

6557 South Kimbark Avenue

531 -- 533 North Lawndale Avenue

1806 South Lawndale Avenue

5358 South Marshfield Avenue

10434 South Maryland Avenue

7432 South Parnell Avenue

7000 -- 7010 South Peoria Street

4245 West Roosevelt Road

4128 West Van Buren Street

5147 South Wabash Avenue

2848 West Walnut Street

206 -- 214 East 42nd Street/4155 -- 4157 South Indiana Avenue

103 -- 115 East 58th Street/5803 -- 5815 South Michigan Avenue

1411 -- 1415 East 65th Place

130 East 118th Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

1251 South Avers Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the

City and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 1251 South Avers Avenue.
Participant: Carey Holman.

Purpose: Rehabilitation.

Permanent Index Number: 16-23-103-017.

Legal Description.

The north 22 feet of Lot 31 and the south 11 feet of Lot 32 in Block 4 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

5137 South Carpenter Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the

general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 5137 South Carpenter Street.

Participant: David Carter.

Purpose: Rehabilitation.

Permanent Index Number: 20-08-403-020.

Volume: 419.

Legal Description.

Lot 39 in Block 1 in Plowdon Stevens' Resubdivision of Lots 1 to 10 inclusive and Lots 31 to 37 inclusive in Hinckley's Subdivision of the northwest quarter of the southeast quarter of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

3114 -- 3146 West Carroll Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 3114 -- 3146 West Carroll Avenue.

Participant: Jerry Newberger and Jack Canter.

Purpose: Rehabilitation.

Permanent Index Number: 16-12-300-013.

Legal Description.

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Hind's Subdivision of Block 7 in D. S. Lee and Other's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

6819 South Green Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the

Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 6819 South Green Street.

Participant: Reginald Scott.

Purpose: Rehabilitation.

Permanent Index Number: 20-20-415-009.

Legal Description.

Lot 40 in Block 3 in Benedict's Subdivision of the northeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

6746 South Halsted Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 6746 South Halsted Street.

Participant: The Love of Christ Missionary Baptist Church of Chicago.

Purpose: Rehabilitation.

Permanent Index Number: 20-20-407-039.

Legal Description.

Lot 19 in Block 1 in Benedict's Subdivision of the northeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

4131 -- 4133 South Indiana Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4131 -- 4133 South Indiana Avenue.

Participant: Tabernacle Missionary Baptist Church Foundation.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-115-011.

Legal Description.

The south half of Lot 30 and the north half of Lot 31 in Andrew's Subdivision of the northwest 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.

6557 South Kimbark Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any

power and perform any function pertaining to its government and affairs;
and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 6557 South Kimbark Avenue.

Participant: Janet Derrick, P.O. Box 497446.

Purpose: Rehabilitation.

Permanent Index Number: 20-23-212-026.

Legal Description.

Lots 7 and 8 in Block 2 in Wait and Munro's Addition to Hyde Park in the west half of the northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded November 12, 1883 as Document 507442, in Cook County, Illinois.

531 -- 533 North Lawndale Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 531 -- 533 North Lawndale Avenue.

Participant: James L. Lemon.

Purpose: Rehabilitation.

Permanent Index Number: 16-11-124-014.

Legal Description.

The north half of Lot 37 and all of Lot 38 in Hunt's Subdivision of Block 10 in Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1806 South Lawndale Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 1806 South Lawndale Avenue.

Participant: Lawndale Christian Development Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 16-23-313-028.

Legal Description.

Lot 118 in Lansing's Addition to Chicago, a subdivision of Lots 5, 6, 15, 16 and the west 146.17 feet of Lots 4 and 17 in J. H. Kedzie's Subdivision of part of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

5358 South Marshfield Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of

government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 5358 South Marshfield Avenue.

Participant: Samuel Ogunbiyi.

Purpose: Rehabilitation.

Permanent Index Number: 20-07-422-047.

Legal Description.

Lot 24 in Block 2 in G. Stieglitz's Subdivision of the northeast quarter of the southeast quarter of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

10434 South Maryland Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 10434 South Maryland Avenue.

Participant: Historic North Pullman Organization.

Purpose: Rehabilitation.

Permanent Index Number: 25-14-101-046.

Legal Description.

Lot 16 in Block 1 in First Addition to the original town of Pullman, a subdivision of the west 363.7 feet of the south half of the north half of the northwest quarter of Section 14, Township 37 North, Range 14, East of the Third Principal Meridian; also of the west 363.7 feet of the north half of the south half of the northwest quarter of Section 14, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7432 South Parnell Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 7432 South Parnell Avenue.

Participant: Ruth L. Perkins.

Purpose: Rehabilitation.

Permanent Index Number: 20-28-122-010-0000.

Legal Description.

Lot 9 in Block 18 in Mallette and Brownell's Subdivision of Blocks 16 to 21 inclusive of Auburn Park, a subdivision in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 1, 1888 as Document 987728, in Cook County, Illinois.

7000 -- 7010 South Peoria Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to

execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 7000 -- 7010 South Peoria Street.

Participant: Rezmar Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 20-20-429-015.

Legal Description.

Lots 1, 2, 3 and 4 in Block 3 in Madlung and Eidmann's Subdivision of part of the north three-quarters of the southeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

4128 West Van Buren Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4128 West Van Buren Street.

Participant: Lamont Ellis.

Purpose: Rehabilitation.

Permanent Index Number: 16-15-222-034.

Legal Description.

Lot 37 in Block 3 in James H. Brewster's Subdivision of the north 20 acres of the south 40 acres of the east half of the northeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

4245 West Roosevelt Road.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4245 West Roosevelt Road.

Participant: Lucious Boykin.

Purpose: Rehabilitation.

Permanent Index Number: 16-22-202-006.

Legal Description.

Lot 6 in Block 2 in Francois P. Casey's Subdivision of Blocks 1, 2, 3 and 4 in the Subdivision by L. C. Paine Freer (as receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

5147 South Wabash Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 5147 South Wabash Avenue.

Participant: Diane Isom.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-301-062.

Legal Description.

Lot 3 in Block 1 in Carswell's Subdivision of 5 acres of the northwest quarter of the southwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

2848 West Walnut Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any

power and perform any function pertaining to its government and affairs;
and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 2848 West Walnut Street.

Participant: Landmark Preservation Council of Illinois.

Purpose: Rehabilitation.

Permanent Index Number: 16-12-311-058.

Legal Description.

Lot 10 in Mancou's Resubdivision of Lots 1, 2 and 3 in Francisco Terrace, being a resubdivision of Lots 10, 11, 12, 13, 14 and that part of Lot 15 lying north of West Walnut Street in Block 13 in J. B. Brown's Subdivision of Lot 13 and the south 3 acres of Lot 2 of D.S. Lee's and Others Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

206 -- 214 East 42nd Street/4155 -- 4157 South Indiana Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 206 -- 214 East 42nd Street/4155 -- 4157 South
Indiana Avenue.

Participant: Tabernacle Missionary Baptist Church Foundation.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-115-016.

Legal Description.

Lot 3 subdivision of south half of Lot 33 and all of Lots 34, 35 and 36 in Andrew's Subdivision of the northwest quarter of the southeast quarter of the northwest quarter of Section 3, Township 38 North, Range 14 lying East of the Third Principal Meridian, in Cook County, Illinois.

*103 -- 115 East 58th Street/5803 -- 5815
South Michigan Avenue.*

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 103 --115 East 58th Street/ 5803 -- 5815 South Michigan Avenue.

Participant: Chicago Coalition For The Homeless.

Purpose: Rehabilitation.

Permanent Index Number: 20-15-121-001.

Legal Description.

Lots 10, 11 and 12 in George A. Springer's Subdivision of the north half of Lot 19 in Newhall, Larned and Woodbridge's Subdivision of part of the northwest quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1411 -- 1415 East 65th Place.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 1411 -- 1415 East 65th Place.

Participant: Woodlawn East Community and Neighbors (W.E.C.A.N.).

Purpose: Rehabilitation.

Permanent Index Number: 20-23-220-004.

Legal Description.

Lot 33 and the east 9 feet 11 $\frac{3}{4}$ inches of Lot 32 in Woodlawn Terrace, a subdivision of the south 325 feet of the north 1,815 feet of that part lying east of the Illinois Central Railroad of the east half of the northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

130 East 118th Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 130 East 118th Street.

Participant: Reginald Jones.

Purpose: Rehabilitation.

Permanent Index Number: 25-22-314-043.

Legal Description.

Lot 16 and the west half of Lot 17 in Block 3 in Sawyer's Subdivision of Block 2 in First Addition to Kensington in Sections 22, 27 and 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

REVOCATION OF PREVIOUS TRANSFER OF CITY-OWNED
PROPERTY AT 6407 -- 6409 SOUTH DREXEL AVENUE
AND RECONVEYANCE OF SAID PROPERTY
TO SUBSTITUTE PARTICIPANT UNDER
CHICAGO ABANDONED PROPERTY
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Buildings approving a substitute bidder under the Chicago Abandoned Property Program for property at 6407 -- 6409 South Drexel Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the buildings(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to his unwillingness and/or inability to accept title, and that he be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 6407 -- 6409 South Drexel Avenue.

Previous Ordinance Date: October 2, 1991.

Participant: Clovis Bordeaux.

Substitute Participant: Covenant Development Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 20-23-104-018.

Legal Description.

Lot 35 (except the east 8 feet thereof) in Woodlawn Highlands, being a subdivision of the west 10 acres of the east 60 acres of the north half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR CONVEYANCE OF VARIOUS
CITY-OWNED VACANT PROPERTIES TO BACK OF
THE YARDS NEIGHBORHOOD COUNCIL FOR
CONSTRUCTION OF AFFORDABLE
HOUSING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the conveyance of 27 vacant lots to the Back of the Yards Neighborhood Council for development of new housing, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a serious shortage of decent, safe and sanitary housing available to persons of low- and moderate-income; and

WHEREAS, The City has created the Chicago Tax Reactivation Program which seeks to aid the private sector in the redevelopment and reuse of tax delinquent properties for the purpose of providing low- and moderate-income housing; and

WHEREAS, The City Council has authorized the Department of Housing ("Department") to secure title to vacant tax delinquent parcels to assemble sites for affordable housing development; and

WHEREAS, The City is in the process of obtaining tax deeds to those vacant, tax delinquent parcels of property located in the Back of the Yards community and identified on Exhibit A attached hereto; and

WHEREAS, The City presently owns those vacant parcels of property located in the Back of the Yards community identified on Exhibit B attached hereto; and

WHEREAS, The Department has determined that none of the parcels of property identified on Exhibits A and B (collectively, the "Parcels"), exceeds a value of \$5,000; and

WHEREAS, Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("B.Y.N.C.") has informed the Department of its willingness to acquire the Parcels and improve them with newly-constructed homes for sale to home buyers of low- and moderate-income; and

WHEREAS, The Department has approved B.Y.N.C.'s affordable housing proposal; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Parcels to B.Y.N.C. in the amount of \$1.00 per parcel is hereby approved.

SECTION 3. The Commissioner of the Department of Housing is authorized to negotiate and execute on behalf of the City a redevelopment agreement, if necessary, and all other documents which may be required to implement the conveyance of the Parcels to B.Y.N.C. subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, quitclaim deeds conveying the Parcels to B.Y.N.C.. The quitclaim deeds shall be subject to the express condition that construction be completed within three (3) years of the date of the deeds, or title of said Parcels shall revert back to the City. The deeds shall also be subject to the covenants, restrictions and conditions set forth in the redevelopment agreement, if any.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Address	Permanent Index Number
4408 South Hermitage Avenue	20-06-409-026
4416 South Hermitage Avenue	20-06-409-029
4442 South Hermitage Avenue	20-06-409-040
4448 South Hermitage Avenue	20-06-409-042
4501 South Hermitage Avenue	20-06-415-001

Address	Permanent Index Number
4730 South Hermitage Avenue	20-07-204-029
4348 South Honore Street	20-06-401-045
4520 South Honore Street	20-06-412-029
4522 South Honore Street	20-06-412-030
4626 South Honore Street	20-06-420-012
4749 South Honore Street	20-07-203-022
4325 South Marshfield Avenue	20-06-406-010
4556 South Paulina Street	20-06-415-046
4622 South Paulina Street	20-06-423-025
4644 South Paulina Street	20-06-423-034
4301 South Wood Street	20-06-403-001
4424 South Wood Street	20-06-408-035
4428 South Wood Street	20-06-408-037
4515 South Wood Street	20-06-414-007
4529 South Wood Street	20-06-414-013
4637 South Wood Street	20-06-422-028
4639 South Wood Street	20-06-422-005
1812 West 46th Street	20-06-413-045
1820 West 46th Street	20-06-413-042

Exhibit "B".

Address	Permanent Index Number
4504 South Marshfield Avenue	20-06-416-027
4508 South Marshfield Avenue	20-06-416-028
4533 South Wood Street	20-06-414-014

AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED
PROPERTY WITHIN NORTH PARK VILLAGE SITE
TO PONTARRELLI BUILDERS, INC. AND
LELAND DEVELOPMENT, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the conveyance of 11.9 acres within the North Park Village site to Pontarrelli Builders, Inc. for the development of new housing, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Beavers 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 under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, On January 14, 1992 the City of Chicago ("City") issued a Request for Proposals ("R.F.P.") to develop approximately 12 acres of City-owned property at North Park Village, which is bounded by Peterson Avenue on the north, Central Park Avenue on the east, Bryn Mawr Avenue on the south and Pulaski Road on the west ("Property") and described on Exhibit A attached hereto; and

WHEREAS, After reviewing and evaluating all the proposals, the Department of General Services has recommended that the Property be sold to Pontarelli Builders, Inc. and Leland Development, Inc. ("Developer") for redevelopment; and

WHEREAS, The Developer has proposed to construct four (4) structures on the Property, each consisting of forty (40) condominium units for a total of one hundred sixty (160) units; and

WHEREAS, The Developer has agreed to preserve a predetermined portion of the Property as a wooded area; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated and made a part of this ordinance.

SECTION 2. The sale of the Property to Pontarelli Builders, Inc. and Leland Development, Inc. is hereby approved in the amount of two million five hundred thousand dollars (\$2,500,000.00).

SECTION 3. The City and Developer shall execute a redevelopment agreement and such other documents as may be necessary to provide for the redevelopment of the Property and the preservation of a certain portion of the Property as a wooded area. All such documents shall meet the prior approval of the office of Corporation Counsel.

SECTION 4. The City agrees to allow Developer to apply on its behalf for an amendment to the Planned Development which currently exists for the Property in order to allow for the construction of the proposed improvements.

SECTION 5. The Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago a redevelopment agreement and a quitclaim deed for the sale of the Property.

SECTION 6. This ordinance shall be effective immediately upon its passage.

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

Exhibit "A".

Legal Description.

The east 833 feet of the west 883 feet of the north 583 feet of the south 633 feet of the southwest quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

REJECTION OF BID FOR PURCHASE OF CITY-OWNED VACANT
PROPERTY AT 930 -- 940 EAST MARQUETTE ROAD/6555 -- 6557
SOUTH INGLESIDE AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services rejecting a bid proposal at 930 -- 940 East Marquette Road/6555 -- 6557 South Ingleside Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. The City of Chicago hereby rejects the bid of Ms. Edith C. Bearley, 6801 South St. Lawrence Avenue, Chicago, Illinois 60637, to purchase for the sum of \$7,050.00, the City-owned vacant property.

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 13 in Block 5 in Woodlawn Ridge Subdivision of the south half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 930 -- 940 East Marquette Road/6555 -- 6557 South Ingleside Avenue, Permanent Tax No. 20-23-115-018)

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.

RECISION OF BID FOR PURCHASE OF BOARD OF
EDUCATION PROPERTY AT 2839 WEST
FILLMORE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Board of Education rescinding a bid for the sale of Board of Education property at 2839 West Fillmore Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago, by a vote of not less than three-fourths of its full membership, at its meeting of August 30, 1989, recommended that the City Council of the City of Chicago accept the offer of the West Indian Folk Dance Company, Buyer, in the amount of \$20,000, to purchase the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed that the Mayor and City Clerk sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use Of Schools in and to said school property and deliver said deed to the Director of the Bureau of Real Estate Management of the Board of Education of the City of Chicago be authorized to deliver said deed to the purchase or his nominee upon receipt of the purchase price; and

WHEREAS, The Buyer, the West Indian Folk Dance Company, has failed to deposit the purchase price of \$20,000 in the escrow account; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, at its meeting of August 26, 1992, recommended that the acceptance of the offer from the West Indian Folk Dance Company, c/o Alfred Baker, Artistic Director, 16622 Turner, Markham, Illinois 60426, in the amount of \$20,000 to purchase said property, be rescinded; now, therefore,

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

SECTION 1. That the City of Chicago hereby rescinds the acceptance of the offer of the West Indian Folk Dance Company to purchase vacant school building and land described as follows:

Lots 1 to 9, inclusive, Lots 36 to 44, inclusive, and vacated alley adjoining said lots in Block 2 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 257.04 feet on West Fillmore Street, 239.6 feet on South Mozart Street, 223.6 feet on South Francisco Avenue, contains 66,609 square feet/1.52 acres and is improved with a school building.

SECTION 2. That the Mayor and the City Clerk declare null and void the deed signed and attested conveying to the West Indian Folk Dance Company all rights of the City of Chicago In Trust For The Use Of Schools, in and to said school property.

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

ACCEPTANCE OF BID FOR PURCHASE OF BOARD OF EDUCATION
PROPERTY AT 2839 WEST FILLMORE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Board of Education accepting a bid for the purchase of Board of Education property at 2839 West Fillmore Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago, has recommended to the City Council Committee on Housing and Real Estate of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to Illinois Revised Statutes, Chapter 122, Paragraph 34-21, Subsection (b)(2), by a vote of not less than two-thirds of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and real estate acquired, used or held for school purposes, having a fair market value of less than \$25,000 may be negotiated by the Board of Education of the City of Chicago and is exempt from the requirement of notice and competitive bid; and

WHEREAS, The said improved real estate hereinafter described was used for school purposes and has a fair market value (improved and inclusive of demolition and asbestos removal) of less than \$25,000 as evidenced by the following two appraisals:

Real Property Appraisals
September 24, 1992
Market Value of Site Improved: \$10,000

Ripley Mead, Jr.
September 29, 1992
Market Value of Site Improved: \$20,000

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds of its full membership, at its meeting of October 28, 1992, recommended that the acceptance of the offer from the National Association of Christian Business Men and Business Women, 311 North Desplaines Street, Suite 610, Chicago, Illinois 60606, in the amount of \$20,000 to purchase said property, be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the offer of the National Association of Christian Business Men and Business Women to purchase vacant school building and land described as follows, to wit:

Lots 1 to 9, inclusive, Lots 36 to 44, inclusive, and vacated alley adjoining said lots in Block 2 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G.W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 257.04 feet on West Fillmore Street, 239.6 feet on South Mozart Street, 223.6 feet on South Francisco Avenue, contains 66,609 square feet/1.52 acres and is improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed conveying to the National Association of Christian Business Men and Business Women all rights of the City of Chicago In Trust For The Use Of Schools, in and to said school property.

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

**AUTHORIZATION FOR SUBSTITUTION OF PROPERTIES FROM
ORIGINAL NEW HOMES FOR CHICAGO WEST HUMBOLDT
PARK JOINT VENTURE ORDINANCE.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate was referred an ordinance by the Department of Housing authorizing the substitution of two parcels from the original New Homes for Chicago West Humboldt Park Joint Venture ordinance. The substituted properties are at the following locations:

3329 West Evergreen Avenue,

3234 West Evergreen Avenue,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and may exercise any power related to its government and affairs; and

WHEREAS, Pursuant to the New Homes for Chicago Program ("New Homes Program"), the City may convey to developers certain parcels owned by the City having a fair market value of Ten Thousand Dollars (\$10,000.00) or less for the sum of One Dollar (\$1.00) per parcel, said parcels to be redeveloped as affordable, single-family housing; and

WHEREAS, The West Humboldt Park Joint Venture ("Venture") was selected as a New Homes Program developer pursuant to ordinance adopted March 25, 1992 (Council Journal of Proceedings, pages 14190 -- 14193); and

WHEREAS, The vacant property commonly referred to as 3227 -- 3229 West Crystal Street legally described on Exhibit A attached hereto which consists of 4,646.25 square feet and which is zoned R4, a zoning appropriate for residential development, was scheduled to be conveyed by the City to the Venture as part of the New Homes Program; and

WHEREAS, The Habitat Company ("Habitat") is a court-appointed receiver for the Chicago Housing Authority's Scattered-Site Housing Program; and

WHEREAS, Habitat owns the vacant property commonly referred to as 3234 West Evergreen Avenue and legally described on Exhibit B attached hereto ("Habitat Property"), which consists of 3,968 square feet and which is also zoned R4; and

WHEREAS, The Venture has expressed a desire to acquire the Habitat Property for use in the New Homes Program; and

WHEREAS, The City and Habitat acknowledge that their respective properties are of approximately equal value; and

WHEREAS, The City has agreed to transfer 3227 -- 3229 West Crystal Street to Habitat in exchange for Habitat conveying a fee simple interest in the Habitat Property to the Venture, subject only to those title exceptions which the City shall approve; and

WHEREAS, As consideration for the City transferring 3227 -- 3229 West Crystal Street to Habitat, the Venture agrees to enter into a joinder agreement with the City whereby the Venture agrees to develop the Habitat Property as part of the New Homes Program; and

WHEREAS, The vacant property commonly referred to as 3344 West Beach Avenue legally described on Exhibit C attached hereto which consists of 2,990.4 square feet was also scheduled to be conveyed by the City to the Venture as part of the New Homes Program; and

WHEREAS, Subsequent to the passage of the ordinance authorizing the sale of 3344 West Beach Avenue this lot was found to be too narrow to build a New Homes Program structure on the same; and

WHEREAS, The City owns a vacant lot at 3329 West Evergreen Avenue legally described on Exhibit D attached hereto which consists of 3,100.00 square feet; and

WHEREAS, The Venture would like to substitute 3329 West Evergreen Avenue for 3344 West Beach Avenue as part of the New Homes Program; now, therefore,

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

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago a quitclaim deed conveying the property commonly referred to as 3227 -- 3229 West Crystal Street to the Habitat Company.

SECTION 3. The Commissioner of the Department of Housing is authorized to enter into a joinder agreement with the Venture for the property commonly referred to as 3234 West Evergreen Avenue subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago a quitclaim deed conveying the property commonly referred to as 3329 West Evergreen Avenue to the Venture.

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

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

*Exhibit "A".**Legal Description.*

The western 12½ feet of Lot 84 and Lot 83 of S. E. Gross' Fifth Humboldt Park Addition to Chicago, a subdivision of Blocks 5 and 8 and Lots 1 through 24 in Block 6 in Weage, Eberhardt and Bartlett's Subdivision in the south half of the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 16-02-228-041.

Common Address: 3227 -- 3229 West Crystal Street
Chicago, Illinois.

*Exhibit "B".**Legal Description.*

The west 11 feet of Lot 16 and Lot 17 (except the west 4 feet thereof) in Block 1 in Weage, Eberhardt and Bartlett's Subdivision of the southeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 16-02-219-023.

Common Address: 3234 West Evergreen Avenue
Chicago, Illinois.

*Exhibit "C".**Legal Description.*

Lot 32 in D. F. Anderson's Subdivision of the north half of the southwest quarter of the northeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-02-210-030.
Common Address: 3344 West Beach Avenue
Chicago, Illinois.

Exhibit "D".

Legal Description.

Lot 12 in Block 3 in Weage, Eberhart and Bartlett's Subdivision of the southeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-02-222-011.
Common Address: 3329 West Evergreen Avenue
Chicago, Illinois.

AUTHORIZATION TO NEGOTIATE FOR ACQUISITION
OF REVERSIONARY INTERESTS IN SPECIFIED
PARCELS OF PROPERTY TO FACILITATE
CLOSING OF OGDEN AVENUE
VIADUCT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Transportation authorizing the acquisition of reversionary interests in several properties in order to facilitate the closing of the Ogden Avenue Viaduct, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On January 13, 1919, the City Council of the City of Chicago considered and deferred the opening and extension of Ogden Avenue from West Randolph Street and Bryan Place to North Clark Street and Center Street and the condemnation of lands therefore (Journal of Proceedings at pages 1424 -- 1432); and

WHEREAS, On February 18, 1919, the City Council of the City of Chicago passed an ordinance granting the above-named street opening (Journal of Proceedings at page 1670); and

WHEREAS, This project has been commonly referred to as the opening of the "Ogden Avenue Viaduct"; and

WHEREAS, In lieu of condemnation several property owners granted easements to the City of Chicago to be used solely for the construction and maintenance of the Ogden Avenue Viaduct; and

WHEREAS, It is determined that it is useful, desirable and necessary for the City of Chicago to dispose with having a street or viaduct at this location

and to consolidate a fee ownership interest in order to facilitate disposition of the site; and

WHEREAS, The acquisition of easement interests for several parcels necessitates the acquisition of the reversionary interests in such parcels; now, therefore,

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

SECTION 1. Exhibit A attached hereto and incorporated herewith is a legal description of the subject properties in which reversionary interests are to be acquired pursuant to Section 2.

SECTION 2. The Commissioner of the Department of Transportation is authorized to negotiate with the holders of such reversionary interests for these acquisitions.

If the Commissioner and the holders of such reversionary interests are unable to agree upon the terms of these acquisitions, the Commissioner is authorized to acquire such interests in the name of and on behalf of the City of Chicago. Approval of the City Council shall be required for any monetary consideration to be paid which exceeds \$500.00 for each reversionary interest.

If the Commissioner is unable to agree with the holders of such reversionary interests for these acquisitions, or if the owners are incapable of consenting to the acquisitions, or the holders cannot be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring the necessary reversionary interests in the properties described in Exhibit A pursuant to the City's right of eminent domain.

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

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

Exhibit "A".

Parcel 1:

That part of Sublot 1 in the subdivision of the east half of the north half of Lot 85 in Butterfield's Addition to Chicago, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying west of a line drawn

through a point in the south line of Rees Street 386.01 feet east of the east line of North Halsted Street and through a point in the north line of Gardner Street, 276.60 feet east of the east line of North Halsted Street in Cook County, Illinois.

Parcel 3:

That part of Sublot 6 in Assessor's Division of the south half and northwest quarter of Lot 85 in said Butterfield's Addition to Chicago, lying west of a line drawn through a point in the south line of Rees Street 386.01 feet east of the east line of North Halsted Street and through a point in the north line of Gardner Street, 276.60 feet east of the east line of North Halsted Street in Cook County, Illinois.

Parcel 6:

That part of the north half of Sublot 4 in Assessor's Division of the north half of Lot 87 in Butterfield's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying south of a line drawn through a point in the south line of Rees Street 262 -- 268 feet east of the east line of North Halsted Street and through a point in the north line of Gardner Street, 153.16 feet east of the east line of North Halsted Street in Cook County, Illinois.

Parcel 14 -- Sublot 1:

Sublot 1 in F. D. Owen's Subdivision of Lots 84, 86, 88, 90 and 92 in Butterfield's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 14 -- Sublot 2:

Sublot 2 in F. D. Owen's Subdivision of Lots 84, 86, 88, 90 and 92 in Butterfield's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 15 -- Sublot 43:

Sublot 43 in said F. D. Owen's Subdivision of Lots 84, 86, 88, 90 and 92 in Butterfield's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 15 -- Sublot 47:

Sublot 47 in said F. D. Owen's Subdivision of Lots 84, 86, 88, 90 and 92 in Butterfield's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 17:

That part of Lots 1 and 2 in Block 85 in Elston's Addition to Chicago in west half of southwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying north of a line drawn through a point in the southwesterly line of Kingsbury Street, 150.92 feet southeasterly of the intersection of the east line of North Halsted Street and the southwesterly line of Kingsbury Street and through a point in the east line of North Halsted Street, 223.42 feet south of the intersection of the east line of North Halsted Street and the southwesterly line of Kingsbury Street in Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5801 NORTH PULASKI ROAD FOR BLACKHAWK
NATIVE AMERICAN EDUCATION
ASSOCIATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 3, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing execution of a lease at North Park Village to the Blackhawk Native American Education Society, 5801 North Pulaski Road (Lease No. 20080), 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Landlord, and Blackhawk Native American Education Association, a not-for-profit educational organization, as Tenant, for approximately 1,280 square feet on the basement level, Room 7F in Building F and 475 square feet of office space on the first (1st) floor, Room 101 in Building C, Administration Building for a total of 1,755 square feet in North Park Village at 5801 North Pulaski Road, 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.
(Lease No. 20080)

This Lease is entered into this ____ day of _____, 1993, by and between City of Chicago, an Illinois municipal corporation ("Landlord") and Blackhawk Native American Education Association, a not-for-profit educational organization ("Tenant").

Recitals.

Whereas, In consideration of the covenants and agreements expressed herein and the faithful performance by Tenant of such covenants and agreements the City of Chicago hereby leases to Tenant and Tenant hereby leases from the City of Chicago, the right to use the premises of approximately 1,280 square feet on the basement level, Room 7F in Building F and 475 square feet of office space on the first (1st) floor, Room 101 in Building C, Administration Building for a total of 1,755 square feet located in North Park Village at 5801 North Pulaski Road, Chicago, Illinois 60646 for the sole purpose of conducting an educational organization and for no other purpose whatsoever;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1. Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 1,755 square feet of office space. See Exhibit "A".

Section 2. Term.

The term of this Lease ("Term") shall commence on April 1, 1993, ("Commencement Date") and shall end on March 31, 1996, unless sooner terminated as set forth in this Lease.

Section 3. Rent, Levies And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

One Dollar (\$1.00) a year for the period beginning on the 1st day of April, 1993 and ending on the 31st day of March, 1996;

Rent shall be paid to or at such place as Landlord may hereby designate in writing to Tenant.

3.2 Levies.

Landlord shall pay when due all duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities And Other Services.

1. During the term of this Lease, the Landlord shall supply the Premises with a reasonable amount of ventilation and heating as required by the season for the use of the Premises, and during the hours in which the Premises are being used for the purposes set forth above. Landlord shall also provide its usual light and water, as now installed.

2. The Landlord does not warrant that any of the services mentioned above will be free from interruptions caused by repairs, improvements, accidents, or other causes beyond the reasonable control of the Landlord. Any such interruption of services shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant's obligations under this Lease.

3. All other services required by the Tenant shall be at the sole expense of Tenant, whether such services are provided by the Landlord or by the Director of Property Management at North Park Village for services not available from the Landlord, provided, however, that such approval shall not be unreasonably withheld.

4. Tenant shall provide and pay for all telephone service used on Premises.

3.4 Occupancy And Use.

1. Tenant agrees to use and occupy the Premises pursuant to all rules and regulations prescribed by the Commissioner of General Services and enforced by the Property Manager of North Park Village and all ordinances, rules and regulations of the City of Chicago.

2. Tenant shall not permit the Premises or any part thereof to be used for any improper, immoral or objectionable purposes, and shall not in any way obstruct or interfere with the rights of any other tenant of North Park Village.

3. Tenant shall not assign or transfer the Lease or any rights thereunder without the prior written consent of the Landlord.

4. The Landlord, its representatives and employees, shall at all times have free access to the Premises in the performance of their assigned duties.

5. Tenant shall use the Premises for office space for Blackhawk Native American Education Association.

Section 4. Condition And Enjoyment Of Premises; Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, commissions, boards and officers ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises.

Landlord's duty under this Section of the Lease shall not survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention").

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5. Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

5.3 Landlord's Covenant Against Liens.

Landlord shall not cause or permit any lien to attach to the Premises the foreclosure of which would by operation of law cause a transfer of Landlord's interest in the Premises to a third party.

Section 6. Insurance And Indemnification.

6.1 Tenant's Duty To Provide Liability Insurance.

During the Term, Tenant shall, at Tenant's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this Lease. On or before the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration date of each expiring Liability Insurance policy, Landlord shall deliver to Tenant:

(a) an original copy of the new or renewal Liability Insurance policy, or a certificate of such policy issued by a liability insurer setting forth in full the provisions thereof; and

(b) evidence satisfactory to Tenant of the payment of all premiums for such Liability Insurance policy.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord and Tenant as named insured, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the state of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord, its agents and employees, harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason or on account of damage to the Premises or injury to or death of any person, arising from Tenant's use and occupancy of the Premises including acts of Tenant's agents, contractors, and subcontractors. Tenant shall also indemnify and hold Landlord, its agents and employees, harmless against

any penalty, damages or charge imposed for any violation of any laws or ordinances occasioned by neglect of Tenant.

Section 7. Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. If Tenant does not exercise this option, Landlord shall, at Landlord's own expense, perform as rapidly as circumstances permit such rebuilding and repairs as may be necessary to restore the Premises to their former condition. From the date of such damages until such restoration is completed, there shall be a pro rata abatement of rent to the extent that and for the period that the Premises are untenable. Unreasonable delay on Landlord's part in commencing or carrying out repairs following damage or destruction shall entitle Tenant to terminate this Lease as of the date of such damage or destruction.

Section 8. Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease

negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to Tenant.

Section 9. Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only and the rent shall double the rate payable as set forth in subsection 3.1.

Section 10. Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Office of Assets Management
510 North Peshtigo Court
Room 303, Building B
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant, with copies addressed to:

Department of General Services
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: Director of North Park Village

and to Landlord at the Premises. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Blackhawk Native American Education Association
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: Donald R. White, Chairman

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Recordation.

This Lease (or a Memorandum of Lease) may not be recorded with the Office of the Cook County Recorder of Deeds.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

Section 11. Additional Responsibilities Of Landlord.

11.1

Provide and pay for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays, whenever heat shall be necessary for comfortable occupancy of the demised premises.

11.2

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of Room 101 only. Maintain H.V.A.C. plant and equipment in good operable condition; except for damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.3

Provide and pay for exterminator service when necessary.

11.4

Provide, pay and maintain fire extinguisher for demised premises.

11.5

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 or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.6

Repair the following in Premises prior to execution of Lease:

Door locks;

Ceiling; and

Exposed electrical wiring.

Section 12. Termination.

12.1

Landlord and/or Tenant shall have the right to terminate this Lease with sixty (60) days prior written notice during the term of this Lease.

Section 13. Additional Responsibilities Of Tenant.

13.1

Replace any broken plate glass, if present on Premises during term of Lease caused by negligence of Tenant, guests or clients.

13.2

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 in leased space.

13.3

Repair any electrical wiring or fixtures that have been installed by Tenant.

13.4

Tenant shall submit to Department of General Services a schedule of the dates and times of all events scheduled for the Premises ninety (90) days prior to the event. All events must have an officer or employee present from Blackhawk Native American Education Association.

13.5

Tenant acknowledges that the Administration Building closes at 10:00 P.M..

13.6

Tenant shall have authority to paint an Indian mural with non-toxic paint on walls in Premises. Landlord shall have option to have Tenant paint over murals if the Lease is terminated.

13.7

All guests and invitees of Tenant must be accompanied by a Blackhawk Native Association member when entering, leaving building or going to washrooms.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord

The City of Chicago, an Illinois municipal corporation

By: _____

By: _____
Commissioner of General Services

Title: _____

_____ Asset Manager

Approved As To Form And Legality:

Assistant Corporation Counsel

Blackhawk Native American Education Association

[Exhibit "A" attached to this Lease Agreement printed on page 35440 of this Journal.]

**AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5801 NORTH PULASKI ROAD FOR CHICAGO
AUDUBON SOCIETY.**

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 35441)

(Continued from page 35439)

CHICAGO, June 3, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease agreement at North Park Village with the Chicago Audubon Society, 5801 North Pulaski Road (Lease No. 20081), 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Landlord, Chicago Audubon Society, as Tenant, for approximately 255 square feet of office space in Building C, Administration Building, on the first (1st) floor, Room 109 in North Park Village, at 5801 North Pulaski Road, 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.
(Lease No. 20081)

This Lease is entered into this ____ day of _____, 1993, by and between City of Chicago, an Illinois municipal corporation ("Landlord") and Chicago Audubon Society ("Tenant").

Recitals.

Whereas, In consideration of the covenants and agreements expressed herein and the faithful performance by Tenant of such covenants and agreements, the City of Chicago hereby leases to Tenant and Tenant hereby leases from the City of Chicago, the right to use the premises of approximately 255 square feet of office space in Building C, Administration Building, on the first (1st) floor, Room 109 located in North Park Village at 5801 North Pulaski Road, Chicago, Illinois 60646 for the sole purpose of office space and for no other purpose whatsoever.

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1. Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 255 square feet of office space. See Exhibit "A".

Section 2. Term.

The term of this Lease ("Term") shall commence on April 1, 1993, ("Commencement Date") and shall end on March 31, 1996, unless sooner terminated as set forth in this Lease.

Section 3. Rent, Levies And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

One Dollar (\$1.00) per year for the period beginning on the 1st day of April, 1993 and ending on the 31st day of March, 1996.

Rent shall be paid to or at such place as Landlord may hereby designate in writing to Tenant.

3.2 Levies.

Landlord shall pay when due all duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities And Other Services.

1. During the term of this Lease, the Landlord shall supply the Premises with a reasonable amount of ventilation and heating as required by the season for the use of the Premises, and during the hours in which the Premises are being used for the purposes set forth above. Landlord shall also provide its usual light and water, as now installed.

2. The Landlord does not warrant that any of the services mentioned above will be free from interruptions caused by repairs, improvements, accidents, or other causes beyond the reasonable control of the Landlord.

Any such interruption of services shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant's obligations under this Lease.

3. All other services required by the Tenant shall be at the sole expense of Tenant, whether such services are provided by the Landlord or by the Director of Property Management at North Park Village for services not available from the Landlord, provided, however, that such approval shall not be unreasonably withheld.

4. Tenant shall provide and pay for all telephone service used on Premises.

Occupancy And Use.

1. Tenant agrees to use and occupy the Premises pursuant to all rules and regulations prescribed by the Commissioner of General Services and enforced by the Property Manager of North Park Village and all ordinances, rules and regulations of the City of Chicago.

2. Tenant shall not permit the Premises or any part thereof to be used for any improper, immoral or objectionable purposes, and shall not in any way obstruct or interfere with the rights of any other tenant of North Park Village.

3. Tenant shall not assign or transfer the Lease or any rights thereunder without the prior written consent of the City.

4. The City, its representatives and employees, shall at all times have free access to the Premises in the performance of their assigned duties.

5. Tenant shall use the Premises for office space for Chicago Audubon Society.

Section 4. Condition And Enjoyment Of Premises; Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal

governmental departments, commissions, boards and officers ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

Landlord's duty under this Section of the Lease shall not survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention").

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5. Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

5.3 Landlord's Covenant Against Liens.

Landlord shall not cause or permit any lien to attach to the Premises the foreclosure of which would by operation of law cause a transfer of Landlord's interest in the Premises to a third party.

Section 6. Insurance And Indemnification.

6.1 Tenant's Duty To Provide Liability Insurance.

During the Term, Tenant shall, at Tenant's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this Lease. On or before the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration date of each expiring Liability Insurance policy, Landlord shall deliver to Tenant:

(a) an original copy of the new or renewal Liability Insurance policy, or a certificate of such policy issued by a liability insurer setting forth in full the provisions thereof; and

(b) evidence satisfactory to Tenant of the payment of all premiums for such Liability Insurance policy.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord and Tenant as named insured, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord, its agents and employees, harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason or on account of damage to the Premises or injury to or death of any person, arising from Tenant's use and occupancy of the Premises including acts of Tenant's agents, contractors, and subcontractors. Tenant shall also indemnify and hold Landlord, its agents and employees, harmless against any penalty, damages or charge imposed for any violation of any laws or ordinances occasioned by neglect of Tenant.

Section 7. Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. If Tenant does not exercise this option, Landlord shall, at Landlord's own expense, perform as rapidly as circumstances permit such rebuilding and repairs as may be necessary to restore the Premises to their former condition. From the date of such damages until such restoration is completed, there shall be a pro rata abatement of rent to the extent that and for the period that the Premises are untenable. Unreasonable delay on Landlord's part in commencing or carrying out repairs following damage or destruction shall entitle Tenant to terminate this Lease as of the date of such damage or destruction.

Section 8. Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9. Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only and the rent shall double the rate payable as set forth in subsection 3.1.

Section 10. Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Office of Assets Management
510 North Peshtigo Court
Room 402
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant, with copies addressed to:

Department of General Services
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: Director of North Park Village

and to Landlord at the Premises. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Chicago Audubon Society
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: Al Rothenbach

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Recordation.

This Lease (or a Memorandum of Lease) may not be recorded with the Office of the Cook County Recorder of Deeds.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

Section 11. Additional Responsibilities Of Landlord.

11.1

Provide and pay for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises.

11.2

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of the demise premises. Maintain H.V.A.C. plants and equipment in good operable condition. Except for damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.4

Provide, pay and maintain fire extinguisher for demised premises.

11.5

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 or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Section 12. Termination.

12.1

Landlord and or Tenant shall have the right to terminate this Lease with sixty (60) days prior written notice during the term of this Lease.

Section 13. Additional Responsibilities Of Tenant.

13.1

Replace any broken plate glass, if present on Premises during term of Lease caused by negligence of Tenant, guests or clients.

13.2

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 in leased space.

13.3

Tenant shall submit to Department of General Services a schedule of the dates and times of all events scheduled for the Premises ninety (90) days prior to the event. All events must have an officer or employee present from Chicago Audubon Society.

13.4

Tenant acknowledges that the Administration Building closes at 10:00 P.M..

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord

The City of Chicago, an Illinois
municipal corporation

By: _____

By: _____
Commissioner of General
Services

Title: _____

Asset Manager

Approved As To Form And Legality:

Assistant Corporation Counsel_____
Chicago Audubon Society

[Exhibit "A" attached to this Lease Agreement
printed on page 35454 of this Journal.]

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT
5801 NORTH PULASKI ROAD FOR MR. DENNIS MARTON
(DOING BUSINESS AS NORTH PARK WEST
COMMUNITY GARDEN CLUB).

The Committee on Housing and Real Estate submitted the following report:

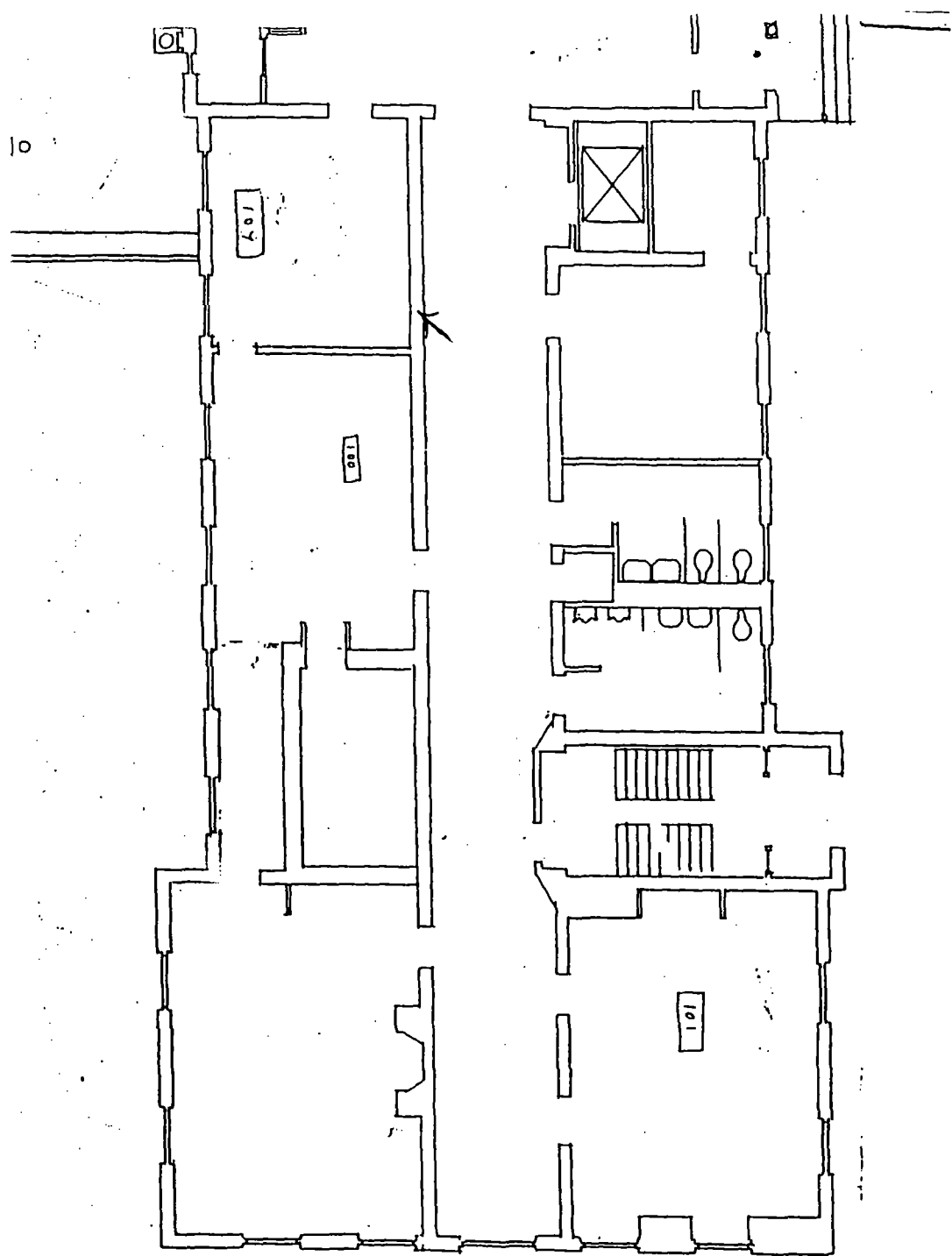
CHICAGO, June 3, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing execution of a lease at North Park Village to the North Park West Community Garden Club, 5801 North Pulaski Road (Lease No. 20086), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 35455)

Exhibit "A".
(To Lease Agreement At 5801 North Pulaski Road For
Chicago Audubon Society)



(Continued from page 35453)

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Landlord, and Dennis Marton, doing business as North Park West Community Garden Club, as Tenant, for approximately 30,580 square feet of vacant land in North Park Village at 5801 North Pulaski Road, 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.
(Lease No. 20086)

This Lease is entered into this ____ day of _____, 1993, by and between City of Chicago, an Illinois municipal corporation ("Landlord"), and Dennis Marton, doing business as North Park Village West Community Garden Club ("Tenant").

Recitals.

Whereas, In consideration of the covenants and agreements expressed herein and the faithful performance by Tenant of such covenants and agreements, the City of Chicago hereby leases to Tenant and Tenant hereby leases from the City of Chicago, the right to use the vacant land of approximately 30,580 square feet in North Park Village, at 5801 North Pulaski Road, Chicago, Illinois 60646 for no other purpose than gardening for private consumption.

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1. Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 30,580 square feet of vacant land (West Community Garden Club). See Exhibit "A".

Section 2. Term.

The term of this Lease ("Term") shall commence on April 1, 1993 ("Commencement Date") and shall end on March 31, 1996, unless sooner terminated as set forth in this Lease.

Section 3. Rent, Levies And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises for each year:

One and no/100 Dollar (\$1.00) per year for the 1st day of April, 1993, and ending on the 31st day of March, 1996.

Rent shall be paid to or at such place as Landlord may hereby designate in writing to Tenant by June 1, of every year.

3.2 Levies.

Landlord shall pay when due all duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities And Other Services.

1. The Landlord does not warrant that any of the services mentioned above will be free from interruptions caused by repairs, improvements, accidents, or other causes beyond the reasonable control of the Landlord. Any such interruption of services shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant's obligations under this Lease.

2. All other services required by the Tenant shall be at the sole expense of Tenant, whether such services are provided by the Landlord or by the Director of Property Management at North Park Village for services not available from the Landlord, provided, however, that such approval shall not be unreasonably withheld.

Occupancy And Use.

1. Tenant agrees to use and occupy the Premises pursuant to all rules and regulations prescribed by the Commissioner of General Services and enforced by the Property Manager of North Park Village and all ordinances, rules and regulations of the City of Chicago.

2. Tenant shall not permit the Premises or any part thereof to be used for any improper, immoral or objectionable purposes, and shall not in any way

obstruct or interfere with the rights of any other tenant of North Park Village.

3. Tenant shall not assign or transfer the Lease or any rights thereunder without the prior written consent of the City.

4. The City, its representatives and employees, shall at all times have free access to the Premises in the performance of their assigned duties.

5. Tenant shall use the Premises for operating a community garden club.

Section 4. Condition And Enjoyment Of Premises; Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, commissions, boards and officers ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises.

Landlord's duty under this Section of the Lease shall not survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement at North Park Village, or to fixtures and equipment thereof.

4.4 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Alterations and additions shall be limited to installation of a wire fence to enclose Premises.

Section 5. Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent. Sublet tenant (Gardeners) will be required to sign a separate waiver of liability and hold Landlord harmless as specified in Section 6 of this Lease (See Exhibit "B").

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

5.3 Landlord's Covenants Against Liens.

Landlord shall not cause or permit any lien to attach to the Premises the foreclosure of which would by operation of law cause a transfer of Landlord's interest in the Premises to a third party.

Section 6. Insurance And Indemnification.

6.1 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord, its agents and employees, harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by

reason or on account of damage to the Premises or injury to or death of any person, arising from Tenant's use and occupancy of the premises including acts of Tenant's agents, contractors, and subcontractors. Tenant shall also indemnify and hold Landlord, its agents and employees, harmless against any penalty, damages or charge imposed for any violation of any laws or ordinances occasioned by neglect of Tenant.

Section 7. Conflict Of Interest And Governmental Ethics.

7.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

7.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to Tenant.

Section 8. Holding Over.

8.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only and the rent shall double the rate payable as set forth in subsection 3.1.

Section 9. Miscellaneous.

9.1 Notice.

All notices, demands and requests which may be or are required to be

given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Office of Assets Management
510 North Peshtigo Court
Room 303, Building B
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant, with copies addressed to:

Department of General Services
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: Director of North Park Village

and to Landlord at the Premises. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Dennis Marton
North Park Village West Garden Club
5716 North Kedvale Avenue
Chicago, Illinois 60646

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

9.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining

covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

9.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

9.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

9.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

9.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

9.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

9.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

9.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

9.10 Recordation.

This Lease (or a Memorandum of Lease) may not be recorded with the Office of the Cook County Recorder of Deeds.

9.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

Section 10. Additional Responsibilities Of Landlord.

10.1

Landlord shall not provide any utilities except for water.

Section 11. Termination.

11.1

Landlord and or Tenant shall have the right to terminate this Lease with ninety (90) days prior written notice anytime during the term of this Lease.

Section 12. Additional Responsibilities Of Tenant.

12.1

Provide custodial services which shall be construed as removing debris from Premises when necessary.

12.2

Tenant shall submit to Department of General Services a schedule of the dates and times of all events scheduled for the Premises ninety (90) days prior to the event. All events must have an officer or employee present from North Garden Club.

12.3

Tenant acknowledges that North Park Village closes at 10:00 P.M..

12.4

Tenant cannot sell produce from North Park Village.

12.5

Tenant shall maintain and have non-exclusive use of compost area as shown in Exhibit "A".

12.6

Tenant shall not obstruct and access roads to Garden at anytime.

12.7

Tenant shall not drive on or damage any sod surrounding Garden area.

12.8

Tenant shall not construct any permanent structures.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord

The City of Chicago, an Illinois municipal corporation

By: _____

By: _____
Commissioner of General Services

Title: _____

_____ Asset Manager

Approved As To Form And Legality:

Assistant Corporation Counsel

Dennis Marton, doing business as North Park West Community Garden Club

[Exhibit "A" attached to this Lease Agreement printed on page 35467 of this Journal.]

Exhibit "B" attached to this Lease Agreement reads as follows:

Exhibit "B".

Liability Of Waiver For Participant.

I so hereby fully release and discharge the City of Chicago and North Park Village and their employees from any and all claims from injuries, including

death and damages or loss, which our group may have or which may accrue to us when using the grounds or buildings at North Park Village.

I further agree to indemnify and hold harmless and defend the City of Chicago and North Park Village, their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages and losses sustained by any person in our organization and arising out of, connected with, or in any way associated with the activities of the program(s). I Have Fully Read And Understand The Foregoing.

Signature/Date

Title or Affiliation with Organization

Name _____

Address _____

City _____

Zip _____

Day Telephone _____

Home Telephone _____

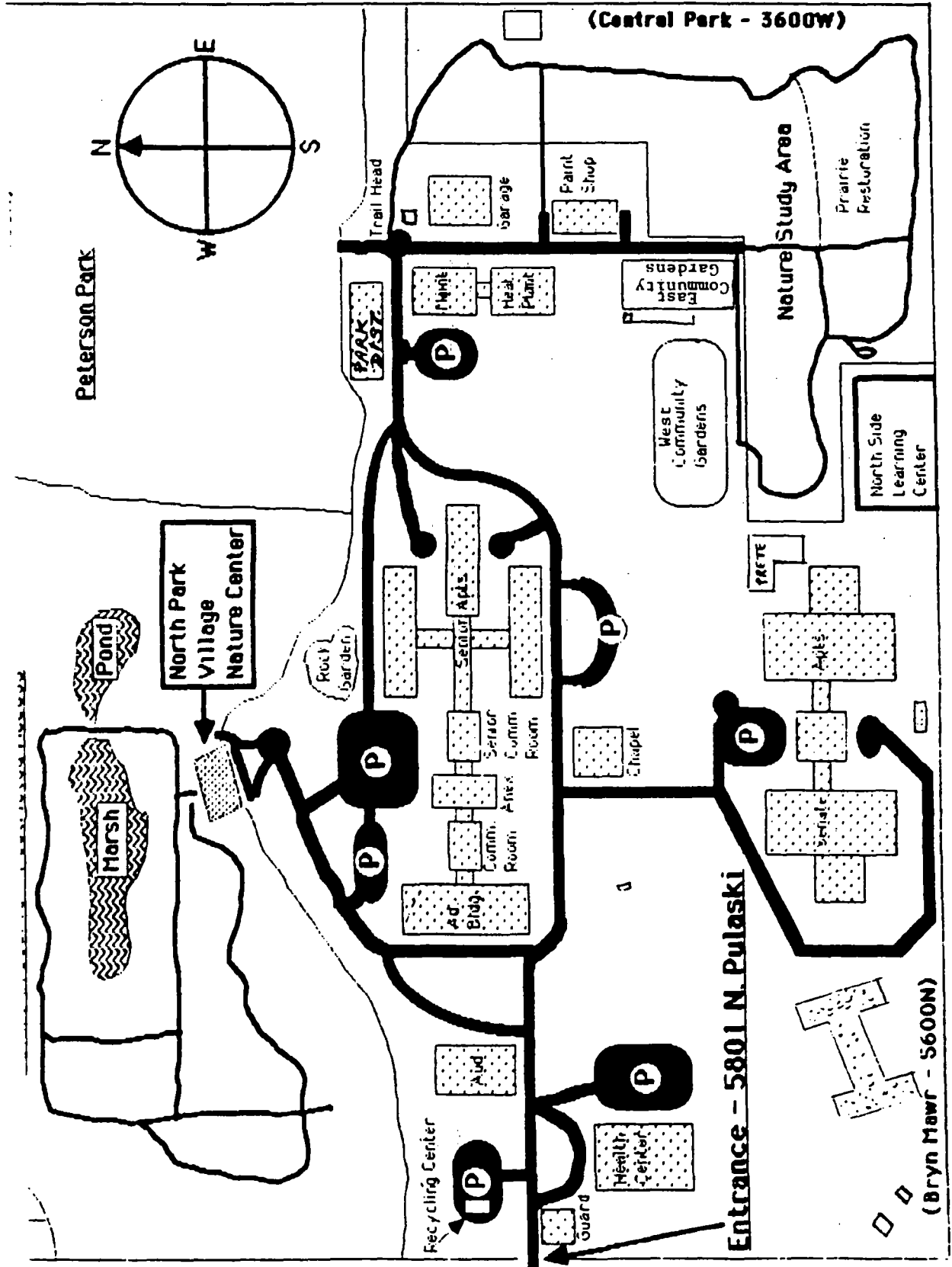
Organization _____

Date of Event _____

Fee _____

North Park Village
Administration Building
5801 North Pulaski Road
Chicago, Illinois 60646
(312) 744-1252

Exhibit "A".
(To Lease Agreement At 5801 North Pulaski Road For
North Park West Community Garden Club)



AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5801 NORTH PULASKI ROAD FOR NORTH PARK
VILLAGE NATURE ASSOCIATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement at North Park Village with North Park Village Nature Association, 5801 North Pulaski Road (Lease No. 20183), 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Landlord, and North Park Village Nature Association, as Tenant, for approximately 210 square feet of office space in Building C, Administration Building, on the first (1st) floor, Room 102 located in North Park Village at 5801 North Pulaski Road, 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.
(Lease No. 20083)

This Lease is entered into this ____ day of _____, 1993, by and between City of Chicago, an Illinois municipal corporation ("Landlord"), and North Park Village Nature Association, Inc. ("Tenant").

Recitals.

Whereas, In consideration of the covenants and agreements expressed herein and the faithful performance by Tenant of such covenants and agreements, the City of Chicago hereby leases to Tenant and Tenant hereby leases from the City of Chicago, the right to use premises of approximately 210 square feet of office space in Building C, Administration Building, on the first (1st) floor, Room 102 located in North Park Village, 5801 North Pulaski Road, Chicago, Illinois 60646 for the sole purpose of office space and for no other purpose whatsoever;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1. Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 210 square feet of office space. See Exhibit "A".

Section 2. Term.

The term of this Lease ("Term") shall commence on April 1, 1993, ("Commencement Date") and shall end on March 31, 1996, unless sooner terminated as set forth in this Lease.

Section 3. Rent, Levies And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

One Dollar (\$1.00) per year for the period beginning on the 1st day of April, 1993 and ending on the 31st day of March, 1996.

Rent shall be paid to or at such place as Landlord may hereby designate in writing to Tenant.

3.2 Levies.

Landlord shall pay when due all duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities And Other Services.

1. During the term of this Lease, the Landlord shall supply the Premises with a reasonable amount of ventilation and heating as required by the season for the use of the Premises, and during the hours in which the Premises are being used for the purposes set forth above. Landlord shall also provide its usual light and water, as now installed.

2. The Landlord does not warrant that any of the services mentioned above will be free from interruptions caused by repairs, improvements, accidents, or other causes beyond the reasonable control of the Landlord.

Any such interruption of services shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant's obligations under this Lease.

3. All other services required by the Tenant shall be at the sole expense of Tenant, whether such services are provided by the Landlord or by the Director of Property Management at North Park Village for services not available from the Landlord, provided, however, that such approval shall not be unreasonably withheld.

4. Tenant shall provide and pay for all telephone service used on Premises.

Occupancy And Use.

1. Tenant agrees to use and occupy the Premises pursuant to all rules and regulations prescribed by the Commissioner of General Services and enforced by the Property Manager of North Park Village and all ordinances, rules and regulations of the City of Chicago.

2. Tenant shall not permit the Premises or any part thereof to be used for any improper, immoral or objectionable purposes, and shall not in any way obstruct or interfere with the rights of any other tenant of North Park Village.

3. Tenant shall not assign or transfer the Lease or any rights thereunder without the prior written consent of the Landlord.

4. The Landlord, its representatives and employees, shall at all times have free access to the Premises in the performance of their assigned duties.

5. Tenant shall use the Premises for office space for North Park Village Nature Association.

Section 4. Condition And Enjoyment Of Premises; Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal

governmental departments, commissions, boards and officers ("Law") which may be applicable to the Premises or to the use of manner of use of the Premises.

Landlord's duty under this section of the Lease shall not survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention").

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any laws. Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5. Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

5.3 Landlord's Covenants Against Liens.

Landlord shall not cause or permit any lien to be attached to the Premises the foreclosure of which would by operation of law cause a transfer of Landlord's interest in the Premises to a third party.

Section 6. Insurance And Indemnification.

6.1 Tenant's Duty To Provide Liability Insurance.

During the Term, Tenant shall, at Tenant's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this Lease. On or before the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration date of each expiring Liability Insurance policy, Landlord shall deliver to Tenant:

(a) an original copy of the new or renewal Liability Insurance policy, or a certificate of such policy issued by a liability insurer setting forth in full the provisions thereof; and

(b) evidence satisfactory to Tenant of the payment of all premiums for such Liability Insurance policy.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord and Tenant as named insured, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord, its agents and employees, harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason or on account of damage to the Premises or injury to or death of any person, arising from Tenant's use and occupancy of the Premises including acts of Tenant's agents, contractors, and subcontractors. Tenant shall also indemnify and hold Landlord, its agents and employees, harmless against any penalty, damages or charge imposed for any violation of any laws or ordinances occasioned by neglect of Tenant.

Section 7. Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. If Tenant does not exercise this option, Landlord shall, at Landlord's own expense, perform as rapidly as circumstances permit such rebuilding and repairs as may be necessary to restore the Premises to their former condition. From the date of such damages until such restoration is completed, there shall be a pro rata abatement of rent to the extent that and for the period that the Premises are untenable. Unreasonable delay on Landlord's part in commencing or carrying out repairs following damage or destruction shall entitle Tenant to terminate this Lease as of the date of such damage or destruction.

Section 8. Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to Tenant.

Section 9. Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only and the rent shall double the rate payable as set forth in Subsection 3.1.

Section 10. Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Office of Assets Management
510 North Peshtigo Court
Room 303, Building B
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant, with copies addressed to:

Department of General Services
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: Director of North Park Village

and to Landlord at the Premises. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

North Park Village Association, Inc.
5801 North Pulaski Road
Room 102
Chicago, Illinois 60646
Attention: Theodore Madson

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this Lease, it becomes the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Recordation.

This Lease (or a Memorandum of Lease) may not be recorded with the Office of the Cook County Recorder of Deeds. The party desiring such recordation shall pay the cost of recording the document.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

Section 11. Additional Responsibilities Of Landlord.

11.1

Provide and pay for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises.

11.2

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of the demised premises. Maintain H.V.A.C. plant and equipment in good operable condition, except for damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.3

Provide and pay for exterminator service when necessary.

11.4

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 or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Section 12. Termination.

12.1

Landlord and/or Tenant shall have the right to terminate this Lease with sixty (60) days prior written notice during the term of this Lease.

Section 13. Additional Responsibilities Of Tenant.

13.1

Replace any broken plate glass, if present on Premises during term of Lease caused by negligence of Tenant, guests or clients.

13.2

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 in leased space.

13.3

Tenant shall submit to Department of General Services a schedule of the dates and times of all events scheduled for the Premises ninety (90) days prior to the event. All events must have an officer or employee present from North Park Village Nature Association, Inc..

13.4

Tenant acknowledges that the Administration Building closes at 10:00 P.M..

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord

The City of Chicago, an Illinois
municipal corporation

By: _____

By: _____
Commissioner of General
Services

Title: _____

Asset Manager

Approved As To Form And Legality:

Assistant Corporation Counsel

North Park Village Nature
Association, Inc.

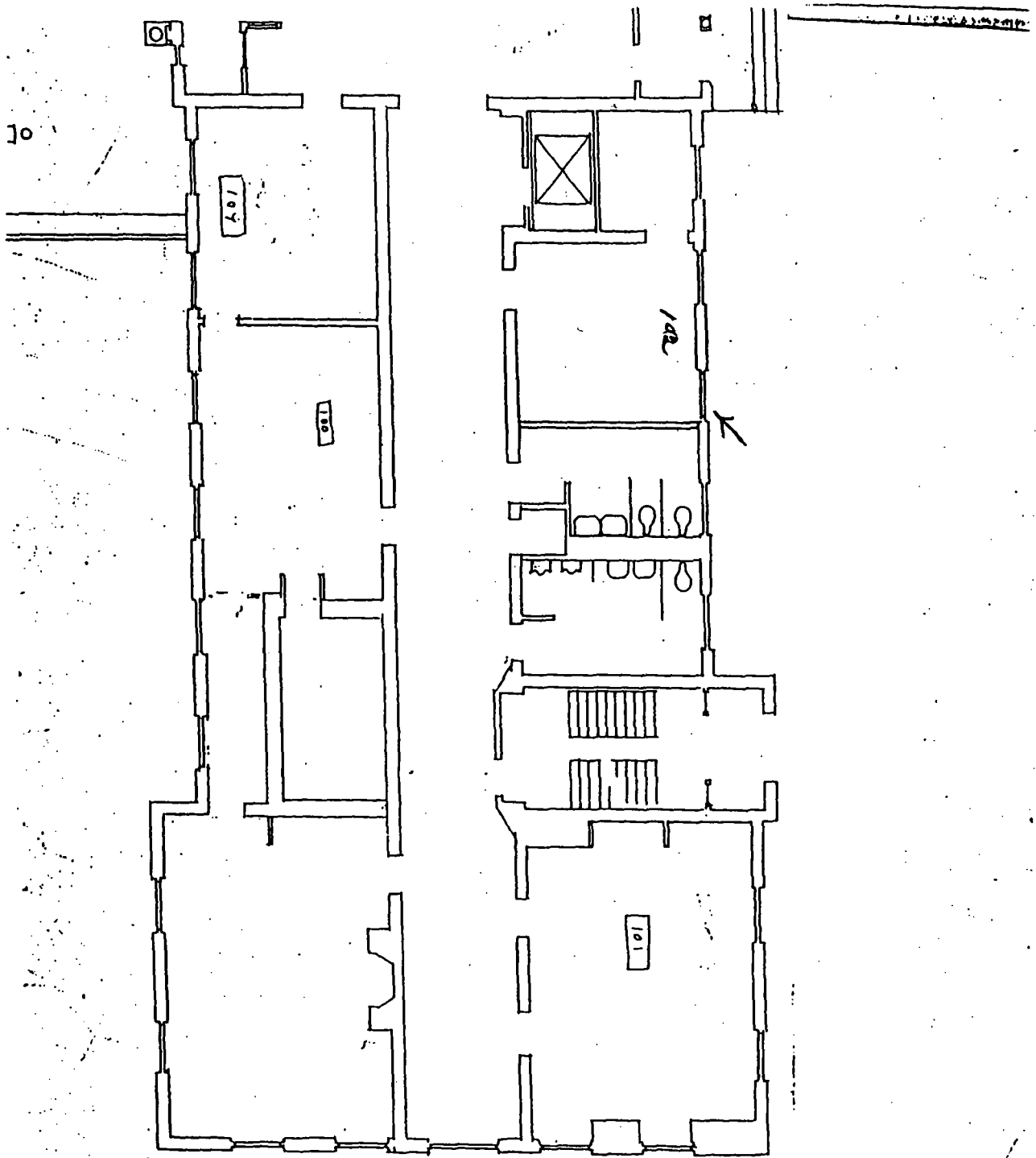
[Exhibit "A" attached to this Lease Agreement
printed on page 35481 of this Journal.]

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5801 NORTH PULASKI ROAD FOR UNITED STATES
DEPARTMENT OF AGRICULTURE, FORESTRY
SERVICE.

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 25482)

Exhibit "A".
(To Lease Agreement At 5801 North Pulaski Road For
North Park Village Nature Association)



(Continued from page 35480)

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement at North Park Village with the United States Department of Agriculture, 5801 North Pulaski Road (Lease No. 20182) 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago,

as Landlord, and the United States Department of Agriculture (U.S.D.A.) Forestry Service, as Tenant, for approximately 540 square feet in Room 104, 456 square feet in Room 105, 494 square feet in Room 106, 520 square feet in Room 107 and 300 square feet in Room 108 for a total of 2,310 square feet in Building C in North Park Village at 5801 North Pulaski Road, 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.
(Lease No. 20082)

This Lease is entered into this ____ day of _____, 1993, by and between City of Chicago, an Illinois municipal corporation ("Landlord"), and the United States Department of Agriculture (U.S.D.A.) Forestry Service ("Tenant").

Recitals.

Whereas, In consideration of the covenants and agreements expressed herein and the faithful performance by Tenant of such covenants and agreements, the City of Chicago hereby leases to Tenant and Tenant hereby leases from the City of Chicago, the right to use the premises of approximately 540 square feet in Room 104, 456 square feet in Room 105, 494 square feet in Room 106, 520 square feet in Room 107 and 300 square feet in Room 108 for a total of 2,310 square feet in Building C, Administration Building located on the first (1st) floor in North Park Village at 5801 North Pulaski Road, Chicago, Illinois 60646, for the sole purpose of conducting an urban forestry research project.

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1. Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 2,310 square feet of office space. See Exhibit "A".

Section 2. Term.

The term of this Lease ("Term") shall commence on April 1, 1993, ("Commencement Date") and shall end on March 31, 1996, unless sooner terminated as set forth in this Lease.

Section 3. Rent, Levies And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

Eight Hundred Ten and no/100 Dollars (\$810.00) per month for the period beginning on the 1st day of March, 1993 and ending on the 28th day of February, 1996.

Rent shall be paid to or at such place as Landlord may hereby designate in writing to Tenant.

3.2 Levies.

Landlord shall pay when due all duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities And Other Services.

1. During the term of this Lease, the Landlord shall supply the Premises with a reasonable amount of ventilation and heating as required by the season for the use of the Premises, and during the hours in which the Premises are being used for the purposes set forth above. Landlord shall also provide its usual light and water, as now installed.

2. The Landlord does not warrant that any of the services mentioned above will be free from interruptions caused by repairs, improvements,

accidents, or other causes beyond the reasonable control of the Landlord. Any such interruption of services shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant's obligations under this Lease.

3. All other services required by the Tenant shall be at the sole expense of Tenant, whether such services are provided by the Landlord or by the Director of Property Management at North Park Village for services not available from the Landlord, provided, however, that such approval shall not be unreasonably withheld.

4. Tenant shall provide and pay for all telephone service used on Premises.

Occupancy And Use.

1. Tenant agrees to use and occupy the Premises pursuant to all rules and regulations prescribed by the Commissioner of General Services and enforced by the Property Manager of North Park Village and all ordinances, rules and regulations of the City of Chicago.

2. Tenant shall not permit the Premises or any part thereof to be used for any improper, immoral or objectionable purposes, and shall not in any way obstruct or interfere with the rights of any other tenant of North Park Village.

3. Tenant shall not assign or transfer the Lease or any rights thereunder without the prior written consent of the Landlord.

4. The Landlord, its representatives and employees, shall at all times have free access to the Premises in the performance of their assigned duties.

5. Tenant shall use the Premises for conducting an urban forestry research project.

Section 4. Condition And Enjoyment Of Premises; Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, commissions, boards and officers ("Law") which may be applicable to the Premises or to the use of manner of use of the Premises.

Landlord's duty under this section of the Lease shall not survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention").

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any laws. Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5. Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

5.3 Landlord's Covenants Against Liens.

Landlord shall not cause or permit any lien to attached to the Premises the foreclosure of which would by operation of law cause a transfer of Landlord's interest in the Premises to a third party.

Section 6. Insurance And Indemnification.

6.1

Except in the case of the negligence of the Landlord, its agents, or its employees, the Tenant (Government) agrees the Tenant shall be liable for injury or loss of property or personal injury or death caused by the negligent or wrongful act of omission of any employee of the United States, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable in accordance with the law of the State of Illinois. Accordingly, the Tenant's liability is limited to the conditions of the Federal Tort Claims Act, as amended, 28 U.S.C. 2671.

6.2

The Landlord shall not be liable to the Tenant, its agents, employees, representatives, customers, or invitees for any personal injury, death, or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant.

6.3

The Tenant has informed Landlord and the Landlord acknowledges that Tenant is self-insured.

Section 7. Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. If Tenant does not exercise this option, Landlord shall, at Landlord's own expense, perform as rapidly as circumstances permit such rebuilding and repairs as may be necessary to restore the Premises to their former condition. From the date of such damages until such restoration is completed, there shall be a pro rata abatement of rent to the extent that and for the period that the Premises are untenable. Unreasonable delay on Landlord's part in commencing or carrying out repairs following damage or destruction shall entitle Tenant to terminate this Lease as of the date of such damage or destruction.

Section 8. Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract,

as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to Tenant.

Section 9. Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be constructed to be a tenancy from month to month only and the rent shall double the rate payable as set forth in Subsection 3.1.

Section 10. Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Office of Assets Management
510 North Peshtigo Court
Room 402
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant, with copies addressed to:

Department of General Services
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: Director of North Park Village

and to Landlord at the Premises. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

U.S.D.A., Forestry Service
5801 North Pulaski Road
Chicago, Illinois 60646
Attention: John Dwyer

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Recordation.

This Lease (or a Memorandum of Lease) may not be recorded with the Office of the Cook County Recorder of Deeds.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

Section 11. Additional Responsibilities Of Landlord.

11.1

Provide and pay for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises.

11.2

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays, from 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of the demised premises. Maintain H.V.A.C. plant and equipment in good operable condition, except for damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.3

Provide and pay for exterminator service when necessary.

11.4

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 or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Section 12. Termination.

12.1

Landlord and/or Tenant shall have the right to terminate this Lease with sixty (60) days prior written notice anytime during the term of this Lease.

Section 13. Additional Responsibilities Of Tenant.

13.1

Replace any broken plate glass, if present on Premises during term of Lease caused by negligence of Tenant, guests or clients.

13.2

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 in leased space.

13.3

Tenant shall submit to Department of General Services a schedule of the dates and times of all events scheduled for the Premises ninety (90) days prior to the event. All events must have an officer or employee present from U.S.D.A., Forestry Service.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord

The City of Chicago, an Illinois
municipal corporation

By: _____

By: _____
Commissioner of General
Services

Title: _____

Asset Manager

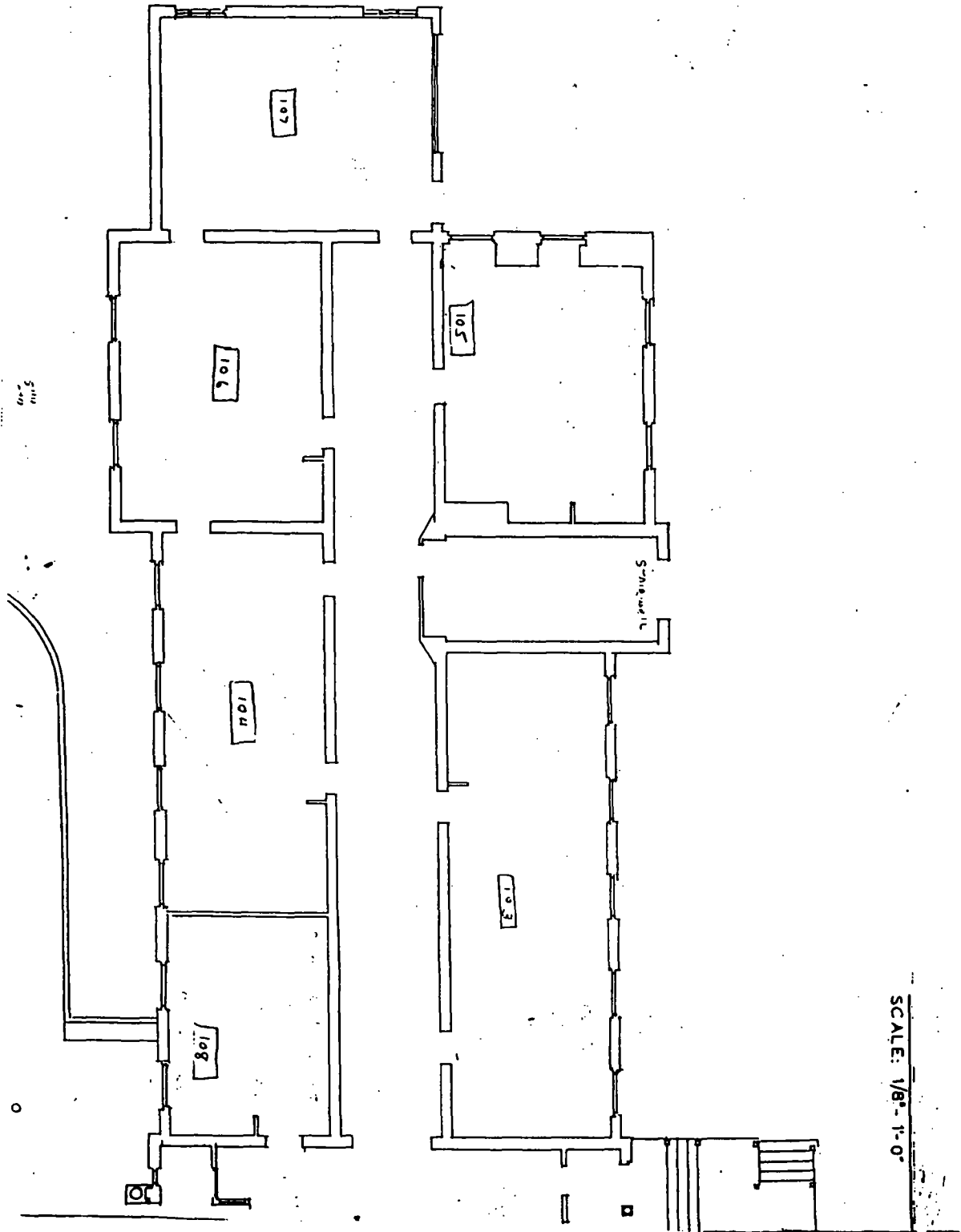
Approved As To Form And Legality:

Assistant Corporation Counsel

United States Department of
Agriculture (U.S.D.A.) Forestry
Service

[Exhibit "A" attached to this Lease Agreement
printed on page 35494 of this Journal.]

Exhibit "A".
(To Lease Agreement At 5801 North Pulaski Road
For United States Department Of Agriculture,
Forestry Service)



AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 78 EAST WASHINGTON STREET FOR
UNCOMMON GROUND, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 78 East Washington Street for Uncommon Ground, Inc. (Lease No. 20072), 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Lessor, and Uncommon Ground, Inc., as Lessee, for approximately 77 square feet of floor space and a storeroom under a staircase in the lobby of the Randolph Street entrance of the Cultural Center located at 78 East Washington Street, such lease to be approved by the Commissioner of General Services and the Commissioner of Cultural Affairs, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement and its Exhibit "A" attached to this ordinance printed on pages 35499 through 35500 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.

- Fourth:** In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, postage prepaid, addressed to Lessor as follows: Asset Manager, Bureau of Asset Management, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611 or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.
- Fifth:** Any notice from Lessor to Lessee under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Ms. Helen Cameron, Uncommon Ground, Inc., 1214 West Grace Street, Chicago, Illinois 60613.
- Sixth:** The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with Lessee's conduct of its regular business. In the event of an emergency; an emergency being an event that threatens the immediate

life, health or safety of those individuals on the premises and/or an event that will cause the immediate destruction or substantial damage to the property, the Lessor shall not be required to give Lessee notice prior to entering the premises.

- Seventh: Lessor shall be responsible for all routine repairs and maintenance to the demised premises and Lessee shall take possession of demised premises in its present condition.
- Eighth: Lessee agrees to indemnify and hold the City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City by reason or on account of damage to the property of the City or injury to or death of any person, arising from Lessee's use or occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Ninth: Lessee agrees that in utilizing said premises that it shall not discriminate against any member of the public because of race, creed, color, national origin or ancestry, age or handicap.
- Tenth: Any activities on the demised premises must be limited to retail sale of coffee and baked goods sold from portable coffee cart; operation of coffee cart business cannot open to public until Lessee receives appropriate licenses from Department of Revenue.
- Eleventh: Lessor shall pay all utility costs associated with the demised premises including heat.
- Twelfth: Lessor shall provide and pay for nightly custodial services if necessary which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.
- Thirteenth: Lessor shall provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

- Fourteenth: Lessee agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.
- Fifteenth: For any activity which Lessee desires to conduct on the premises in which a license or permit is required, said license or permit must be obtained by Lessee prior to using the premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease. The quality and type of materials that are to be stored shall comply with the City of Chicago Municipal Code.
- Sixteenth: All improvements excluding trade fixtures that Lessee constructs or installs in demised premises at Lessor's option become the property of the Lessor at termination of this lease.
- Seventeenth: Lessor will furnish one 220 outlet 30 amp single phase adjacent to lease area. Lessee will have access to three compartment sinks on the third (3rd) floor.
- Eighteenth: Trade fixtures: upon the termination of this lease by lapse of time, Lessee may remove Lessee's personal property and equipment, provided that Lessee shall repair any injury or damage to the leased premises which may result from such removals. If Lessee does not remove Lessee's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the leased premises prior to the end of the term, however ended, Lessor may, at its option upon thirty (30) days written notice, remove the same and deliver them to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Lessor on demand, or Lessor may treat such property as being conveyed to Lessor with this lease as a bill of sale, without further payment or credit by Lessor to Lessee.
- Nineteenth: Lessee will only have access to leased premises only during the hours of operation of the Chicago Cultural Center and shall be monitored by a sign in/sign out process.
- Twentieth: Lessee will not be allowed to place any signs on demised premises unless attached to coffee cart.

(To Lease Agreement At 78 East Washington Street.)

LEASE (ILLINOIS)

This Indenture, Made this ... day of ...

A. D. 19 ... Between City of Chicago, as Lessor ... party of the first part and Uncommon Ground, Inc. ... party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in the City of Chicago County of Cook and State of Illinois, known and described as follows:

Approximately 77 square feet of floor space and a store room under a staircase in the lobby of the Randolph Street entrance of the Cultural Center located at 78 East Washington Street. (see Exhibit "A")

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 1st day of July A. D. 1993 until the 30th day of June

A. D. 1995. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at the office of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, Ill. 60602. Three Hundred Dollars (\$ 300.00) payable in advance in equal monthly installments upon the first day of each and every month during the term hereof. lessor has right to terminate this lease with thirty (30) days prior written notice during term of lease

SECOND.—That it has examined and know the condition of said premises; and have received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at LESSOR'S own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For additional responsible of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

The party of the second part hereby irrevocably constitutes ... attorney of any Court of Record, attorney for ... in ... name, on default by ... of any of the covenants herein, to enter ... appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against ... in favor of said party of the first part, or ... assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignee of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality except as to property description and execution.

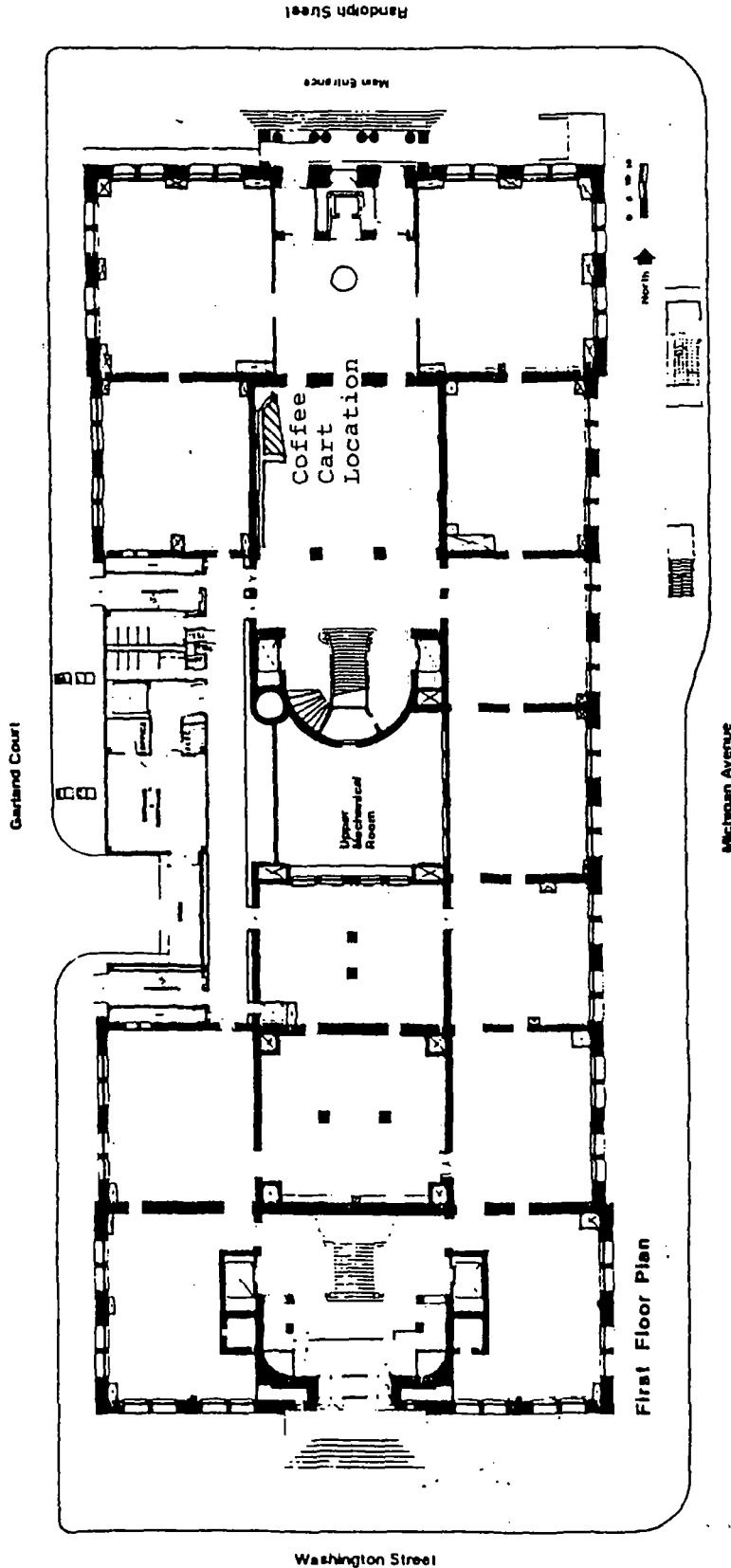
(SEAL) Uncommon Ground, Inc. (SEAL) Asset Manager (SEAL) Commissioner of General Service

Assistant Corporation Counsel

Exhibit "A".
(To Lease Agreement At 78 East Washington Street)

Exhibit 'A'

CHICAGO CULTURAL CENTER City of Chicago Department of Cultural Affairs



First Floor Plan

INSTITUTION Uncommon Ground DATE 1/29/92

Floor Area*	Gross	Useable
First Floor	-	± 77 sq. ft.

*Indicated by cross-hatched symbol on floor plan.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 3920 SOUTH MICHIGAN AVENUE FOR
DEPARTMENT OF POLICE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the renewal of a lease at 3920 South Michigan Avenue for the Department of Police (Lease No. 12048), 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Record Controls, Incorporated, as Lessor, for approximately 15,900 square feet (39 bays) of storage space for police records located at 3920 South Michigan Avenue, for use by the Department of Police to be approved by the Superintendent of the Department of Police, 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.

This Lease is entered into this ____ day of _____, 1993, by and between Record Controls, Incorporated (Landlord) and the City of Chicago, an Illinois municipal corporation ("Tenant").

Recitals.

Whereas, Record Controls, Incorporated is the owner of the premises commonly known as 3920 South Michigan Avenue, Chicago, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord approximately 15,900 square feet of storage space located at 3920 South Michigan Avenue for use by the Department of Police;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1. Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 15,900 square feet (39 bays) of storage space for police records.

The Premises are located on that certain parcel of real estate in Chicago, Cook County, Illinois.

Section 2. Term.

The term of this Lease ("Term") shall commence on June 17, 1993, ("Commencement Date") and shall end on December 31, 1994, unless sooner terminated as set forth in this Lease.

Section 3. Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

One Thousand Eight Hundred Ninety-five Dollars (\$1,895.00) per month for the period beginning on the 17th day of June, 1993 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of December, 1993;

One Thousand Nine Hundred Seventy-four Dollars (\$1,974.00) per month for the period beginning on the 1st day of January, 1994 and ending on the 31st day of December, 1994;

Rent shall be paid to Landlord at Records Controls, Incorporated, 1215 National Avenue, Addison, Illinois 60101, or at such other place as Landlord may hereafter designate in writing to Lessee.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, water charges, sewer charges, and other levies assessed against the Premises, and all excise, sale, leasehold, or similar taxes assessed or levied on account of this Lease or the rental paid hereunder.

3.3 Utilities.

Tenant shall pay when due all charges for telephone or other communication service.

Section 4. Condition And Enjoyment Of Premises; Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental department ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the Lease shall survive Tenant's acceptance of the Premises:

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Tenant, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this Lease. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5. Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

5.3 Landlord's Covenant Against Liens.

Landlord shall not cause or permit any lien to attach to the Premises the foreclosure of which would by operation of law cause a transfer of Landlord's interest in the Premises to a third party.

Section 6. Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the term, Landlord shall at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any

loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this Lease. On or before the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration date of each expiring Liability Insurance policy, Landlord shall deliver to Tenant:

(a) an original copy of the new or renewal Liability Insurance policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof; and

(b) evidence satisfactory to Tenant of the payment of all premiums for such policy.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord and Tenant as named insured, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the state of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligation under this Lease.

Section 7. Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such

damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. If Tenant does not exercise this option, Landlord shall, at Landlord's own expense, perform as rapidly as circumstances permit such rebuilding and repairs as may be necessary to restore the Premises to their former condition. From the date of such damages until such restoration is completed, there shall be a pro rata abatement of rent to the extent that and for the period that the Premises are untenable. Unreasonable delay on Landlord's part in commencing or carrying out repairs following damage or destruction shall entitle Tenant to terminate this Lease as of the date of such damage or destruction.

Section 8. Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to Tenant.

Section 9. Holding Over.

9.1 Holding Over.

Tenant shall, upon the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises to Landlord. Any holding over by Tenant shall be construed to be a tenancy from month to

month only and the rent shall double the rate payable as set forth in Section 3, 3.1.

Section 10. Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
510 North Peshtigo Court
Room 303B
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord, with copies addressed to:

Corporation Counsel's Office
121 North LaSalle Street
City Hall -- Room 610
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Record Controls, Inc.
1215 National Avenue
Addison, Illinois 60101

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be

served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this Lease, it becomes the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Recordation.

This Lease (or a Memorandum of Lease) may be recorded with the Office of the Cook County Recorder of Deeds. The party desiring such recordation shall pay the cost of recording the document.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

Section 11. Additional Responsibilities To Tenant.

11.1 Escort personnel recovering property out of demised premises after recovering property.

11.2 Have access to Premises on a twenty-four (24) hours basis.

11.3 Tenant shall have the right to terminate this Lease with ninety (90) days prior written notice during the term of this Lease.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord

The City of Chicago, an Illinois municipal corporation

By: _____

By: _____
Commissioner of General Services

Title: _____

_____ Asset Manager

Approved As To Form And Legality:

Corporation Counsel

Superintendent of Police

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 10101 SOUTH STONY ISLAND AVENUE FOR
DEPARTMENT OF FLEET MANAGEMENT
AND DEPARTMENT OF STREETS
AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the renewal of a lease at 10101 South Stony Island Avenue for the Department of Fleet

Management and the Department of Streets and Sanitation (Lease No. 13034), 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Tran-Service, Inc., as Lessor, for approximately 68,604 square feet of office/warehouse space and 22 acres (958,320 square feet) of lighted asphalt paved parking area for use by the City of Chicago/Department of Fleet Management and the Department of Streets and Sanitation, as Lessee, for use as an operations station located at 10101 South Stony Island Avenue, such lease to be approved by the Commissioner of Fleet Management and the Commissioner of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed
on page 35520 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement 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 Asset Manager, Bureau of Assets Management, Department of General Services, 510 North Peshtigo Court, Room 303, Building B, Chicago, Illinois 60611, 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.

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 Lessor as follows: Tran-Service, Inc., c/o Mr. Dean Regas, 111 West Washington Street, Suite 1525 Chicago, Illinois 60602, or at such other place as the Lessor 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:

Forty-four Thousand Five Hundred Eighty-three and 33/100 Dollars (\$44,583.33) per month for the period beginning on the 1st day of December, 1993 and ending on the 30th day of November, 1998.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Tran-Service, Inc., c/o Mr. Dean Regas, 111 West Washington Street, Suite 1525, Chicago, Illinois 60602.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide the following prior to execution of Lease:

Replace roof over garage area.

Upgrade and or repair central air conditioning units.

Replace broken glass in all existing windows.

Repair all office ceilings where necessary.

Take all appropriate action necessary in order to comply with all state, federal and local environmental laws regarding the two (2) seven thousand five hundred (7,500) gallon underground fuel storage tanks on the property.

Hold-harmless and indemnify Lessee from any environmental liability incurred by Lessee due to the existence of the two (2) underground fuel storage tanks referred to above.

Provide for hot and domestic water, maintain plumbing and equipment in good operable condition.

Have light fixtures in parking area to be in working condition.

Provide for central air conditioning, maintain plant and equipment in good operable condition in office area.

Provide and pay for exterminator service when necessary.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components that are not caused by negligence of Lessee. 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 maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to receive certificate of insurance and naming the City of Chicago as additionally 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 the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof.

Comply at all times with the provisions of the Chicago Municipal Building Code in the repairs, construction, and maintenance of the demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide overhead door remote control mechanism and garage doors.

Lessee under this lease shall:

Pay for electricity as metered within demised premises including electricity for air conditioning.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Pay for heat and water.

Not construct any building or structures on said premises without prior written consent from Lessor.

Replace any broken plate glass on first floor of said demised premises during the term of lease not caused by negligence of Lessor.

Repair any light post in parking area damaged during term of lease.

Provide and pay for nightly custodial services which shall be constructed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Indemnify and hold Lessor harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the

property or the Lessor or injury to or death of any person, arising from Lessee's direct use and occupancy of any operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause of which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Only use the demised premises for the parking of City of Chicago trucks, and other similar vehicles belonging to or used by the Lessee in operation of any incident to Lessee's business; and for private parking of motor vehicles owned by Lessee's officers, agents, servants, employees, tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.

Not (A) assign or convey this lease or any interest under it, (B) assign and transfer hereof or attach any lien upon Lessee's interest by operation of law, (C) sublet the premises or any part thereof and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior written approval of the Lessor.

Lessee shall be responsible for the repair and maintenance of the following attached fixtures during term of lease:

Engine exhaust system.

Fresh air ventilation system.

All overhead garage doors and remote control mechanisms.

Additional clauses to be included in lease:

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants.

In case said premises and or any portion thereof shall be rendered untenable by fire or other casualty during said term, Lessor may commence rebuilding said premises within thirty (30) days of said fire or casualty and shall complete such repairs in garage space within ninety (90) days and one hundred twenty (120) days in office space of said fire or casualty. If rebuilding shall not commence within thirty (30) days of the fire or other casualty, or if said premises shall not be completely repaired within ninety (90) day period, 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 commence rebuilding within the above cited thirty (30) days, Lessee shall be excused from payment of rent for that portion of the premises rendered untenable for the period of such rebuilding.

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 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 of such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts 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 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 addresses cited herein.

In the event of a substantial breach of any of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to immediately terminate this lease upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

If in any year of the term of this lease or extension thereof, the real estate taxes imposed upon the demised premises exceeds the sum of One Hundred Forty-eight Thousand and no/100 Dollars (\$148,000.00) whether due to an increase in the tax rate or increase in assessed valuation of said property, Lessee shall pay to Lessor all of such excess tax within sixty (60) days after Lessor presents to Lessee a real estate tax bill evidencing such increase. During any part of the term of this lease or an extension thereof, which is less than a calendar year, Lessee shall pay to Lessor a pro rata share of any tax increase as referred to herein.

Option To Purchase: Lessee shall have the option to purchase the demised premises after the thirty-sixth (36th) month from execution of

this lease of the demised term upon and subject to the terms and conditions hereinafter contained.

If Lessee should exercise the option to purchase herein granted, the purchase price for the demised premises shall be the then fair market value of the demised premises.

If Lessee desires to exercise the option to purchase herein granted, then Lessee shall give Lessor written notice of such fact by certified or registered mail, return receipt requested, after the thirty-sixth (36th) month from execution of lease of the demised premises.

Within thirty (30) days of receipt of Lessee's exercise of the option to purchase the demised premises the question of the determination of the fair market value shall be referred to two (2) real estate appraisers engaged in the business of appraising real estate in the state of Illinois, one such appraiser to be appointed by each of the parties. If the two appraisers so appointed agree upon the fair market value of the demised premises within sixty (60) days of Lessee's notice to exercise said option, the two appraisers shall jointly certify such value to Lessor and Lessee, and the value as so certified shall be deemed to be the purchase price for the demised premises. If the two appraisers so appointed are unable to agree upon the fair market value of the demised premises, the two appraisers so appointed shall select a third appraiser meeting the same qualifications as required for the two appraisers and such third appraiser shall certify his opinion of the fair market value of the demised premises to Lessor and Lessee, which fair market value shall be deemed the purchase price of the demised premises. All reasonable fees and charges of such appraisers shall be divided equally between the Lessor and Lessee.

If Lessee has exercised the option to purchase as herein granted, Lessee shall pay within one hundred eighty (180) days or sooner if Lessee funds are available the specified purchase price to Lessor and Lessor shall deliver to Lessee a recordable general warranty deed, with any required tax payments affixed thereto, conveying the demised premises to Lessee subject only to real estate taxes, any easements or restrictions to which the demised premises were subject upon the commencement date of the original term, and any easements, restrictions, liens or encumbrances made or suffered by Lessee, but free and clear of any liens or encumbrances imposed thereon by acts of the Lessor. Real estate taxes shall be prorated as of the date of the closing. All costs of any title evidence procured by Lessee in connection with such purchase shall be paid by Lessor.

In the event that Lessee fails to exercise the option to purchase, as herein granted, prior to the termination of this lease, Lessor shall pay to Lessee an amount equal to three (3) months rent computed on the basis of the first year's lease rental.

No member of the Department of Fleet Management, Department of Streets and Sanitation, or other city board, commission or agency, official or employee of the City shall have any personal interest, direct or indirect, in Lessee, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessee, or any successor in interest, to perform any commitment or obligation of the City under this lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessee shall comply with Chapter 2-156 of the Municipal Code of Chicago "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any city contract as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Re-Referred -- ACCEPTANCE OF BID FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY AT 4948 SOUTH
VINCENNES AVENUE UNDER SPECIAL
SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a bid under the Special Sales Program at 4948 South Vincennes Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

(Continued on page 35521)

Renewal Of Lease Agreement For 10101 South Stony Island Avenue.

LEASE--Short Form Lease No. 13034 Term: C O No 1R City of Chicago

This Agreement, Made this... day of...

A. D. 19... between Tran -Service, Inc. 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: approximately 68,604 square feet of garage/office space and approximately 22 acres (958,320 square feet) of lighted asphalt paved parking area at 10101 South Stony Island Avenue for use by the Department of Fleet Management and Department of Streets and Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 1993, and ending on the 30th day of November A. D. 1998. Lessee has the right to terminate this lease upon sixty (60) 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 Tran -Service, Inc., c/o Dean Regas, 111 W. Washington St., Suite 1525, Chicago, IL 60602 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 Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable 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: Asset Manager, Commissioner, Department of Fleet Management, Commissioner, Department of Streets and Sanitation

By: Dean Regas, John W. Rentas, Gus Rentas, Commissioner of General Services

(Continued from page 35519)

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

Alderman Troutman moved to re-refer the said proposed ordinance to the Committee on Housing and Real Estate. The motion *Prevailed* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Housing and Real Estate.*

Re-Referred -- AUTHORIZATION FOR CONVEYANCE OF
PROPERTY AT 753 EAST 40TH STREET TO
QUALIFIED PARTICIPANT UNDER
CHICAGO ABANDONED
PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 12, 1993.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate to which was referred an ordinance by the Department of Buildings authorizing the conveyance of property under the Chicago Abandoned Property Program (C.A.P.P.) at 753 East 40th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) AMBOSIO MEDRANO,
Chairman.

Alderman Troutman moved to re-refer the said proposed ordinance to the Committee on Housing and Real Estate. The motion *Prevailed* and the said proposed ordinance transmitted with the foregoing committee report was *Re-ferred to the Committee on Housing and Real Estate.*

COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

PERMISSION TO CONDUCT SIDEWALK SALE AND ARTS AND
CRAFTS FAIR ON PORTIONS OF NORTH KINZUA
AVENUE AND WEST DEVON AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order introduced by Alderman Patrick Levar (which was referred on June 23, 1993) to grant permission to the Edgebrook-Sauganash Chamber of Commerce to conduct a sidewalk sale on portions of North Kinzua Avenue and West Devon Avenue, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Gina Woods, Edgebrook-Sauganash Chamber of Commerce, 5318 West Devon Avenue, for the conduct of a sidewalk sale and arts and crafts fair on North Kinzua Avenue, from 6413 to 6513 and West Devon Avenue (both sides), between North Minnehaha Avenue and North Kinzua Avenue, for the period of Saturday July 31, 1993 from 10:00 A.M. to 10:00 P.M. and Sunday August 1, 1993 from 10:00 A.M. to 4:00 P.M..

WAIVER OF FOOD VENDOR LICENSE FEES, ITINERANT
MERCHANT LICENSE FEES AND VENDOR LICENSE
FEES FOR PARTICIPANTS IN SUNDRY EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration orders introduced by various aldermen (which were referred on June 23, 1993), waiving the Food Vendor License fees, Vendor License fees and Itinerant Merchant License fees for participants in sundry events, begs leave to recommend that Your Honorable Body *Pass* said proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Food Vendor License Fees.

*Edgebrook-Sauganash Chamber Of Commerce
Sidewalk Sale.*

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Food Vendor License fees for the participants in the Edgebrook-Sauganash Chamber of Commerce Sidewalk Sale to be held on North Kinzua Avenue, from 6413 to 6513 and West Devon Avenue (both sides), between North Minnehaha and North Kinzua Avenues, for the period of Saturday July 31, 1993 from 10:00 A.M. to 10:00 P.M. and Sunday August 1, 1993 from 10:00 A.M. to 4:00 P.M..

*Rock Of Our Salvation Free Evangelical Church
Harvest Feast.*

Ordered, That the Director of the City Department of Revenue waive the Food Vendor License fees, charged to the Rock of Our Salvation Free Evangelical Church, for their Harvest Feast to be held at 118 North Central Avenue for the period extending July 19 through 25, 1993, during the hours of 6:00 P.M to 10:00 P.M..

Food Vendor And Vendor License Fees.

Queen Of Angels Parish Carnival.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees and the Vendor License fees for the participants in the Queen of Angels Parish Carnival to be held in the school parking lot located at 4412 North Western Avenue for the period extending July 28, 1993 through August 1, 1993.

Itinerant Merchant License Fees.

American Society of Artists, Inc. Annual Arts Expressions.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchants License fees for participants from the American Society of Artist, Inc., in the Annual Arts Expressions, which will run during the period of July 8 and 9, 1993.

Edgebrook-Sauganash Chamber of Commerce Sidewalk Sale And Arts & Crafts Fair.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees for participants in the Edgebrook-Sauganash Chamber of Commerce Sidewalk Sale, Arts and Crafts Fair to be held on North Kinzua Avenue, from 6413 to 6513 and West Devon Avenue (both sides), between North Minnehaha and North Kinzua Avenues, for the period of Saturday July 31, 1993 from 10:00 A.M. to 10:00 P.M. and Sunday August 1, 1993 from 10:00 A.M. to 4:00 P.M..

Saint Andrews Parish Arts And Crafts Fair.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Itinerant Merchant License fees for the participants in the Saint Andrews Parish Arts and Crafts Fair, to be held at 3546 North Paulina Street for the period of November 21, 1993.

**WAIVER OF STREET CLOSING PERMIT FEES
FOR PARTICIPANTS IN SUNDRY EVENTS.**

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration orders introduced by Alderman Eugene Schulter (which were referred on June 23, 1993) waiving the Street Closing Permit fees for participants in sundry events, begs leave to recommend that Your Honorable Body *Pass* said orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Cuyler Covenant Church Animal Extravaganza.

Ordered, That the Director of the Department of Transportation of the City of Chicago waive the Street Closing Permit fees for the participants in the Cuyler Covenant Church Animal Extravaganza to be held at 1614 West Byron Street for the period of July 7, 1993.

Cuyler Covenant Church Fun Fair.

Ordered, That the Director of the Department of Transportation of the City of Chicago waive the Street Closing Permit fees for the participants in the Cuyler Covenant Church Fun Fair to be held at 1614 West Byron Street for the period of August 4, 1993.

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLES 4 AND 10 OF MUNICIPAL CODE OF
CHICAGO TO PROHIBIT SOLICITATION FOR AUTOMOBILE
RELATED SERVICES AT SERVICE STATIONS BY
NON-EMPLOYEES OR CUSTOMERS AND ON
PUBLIC WAY FOR NON-EMERGENCY
PURPOSES.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 13, 1993.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Tuesday, July 13, 1993, having had under consideration a substitute ordinance introduced by Alderman Ed Smith (28th Ward) and various other aldermen to prohibit persons from servicing autos at filling stations unless they are employees or attendants of the premises, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

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 4-108 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-108-071, as follows:

4-108-071. It is unlawful for any person to dispense fuel or to provide any other service to a vehicle, or to offer to dispense fuel or provide any other service to a vehicle at a filling station unless the person is the licensee of the filling station, an employee or agent of the licensee, or the operator or a passenger of the subject vehicle. Any person who violates any provision of this section shall be subject to a fine of \$50.

SECTION 2. Chapter 10-8 of the Municipal Code of Chicago is hereby amended by adding a new Section 10-8-525, as follows:

10-8-525. Except in case of emergency, no person shall perform or offer to perform any service on a motor vehicle in any vehicular traffic lane on any public way in the City.

SECTION 3. This ordinance shall take effect ten days after its passage and publication.

AMENDMENT OF TITLE 7, CHAPTER 28 AND TITLE 8,
CHAPTERS 8 AND 20 OF MUNICIPAL CODE OF
CHICAGO BY REVISING REGULATIONS
CONCERNING TOWING AND
IMPOUNDMENT OF
VEHICLES.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 1, 1993.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Thursday, July 1, 1993, having had under consideration an ordinance introduced by The Honorable Richard M. Daley, Mayor, amending Chapters 7-28, 8-8 and 8-20 of the Municipal Code of Chicago to make various changes regarding the towing and impoundment of vehicles, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Sections 7-28-440, 8-8-060 and 8-20-015 of the Municipal Code of Chicago are hereby amended by deleting the language bracketed and inserting the language in italics as follows:

7-28-440

(a) No person shall dump or deposit or cause to be dumped or deposited on any lot or parcel of real estate within the city any garbage, ashes, refuse, trash, miscellaneous waste, manure or other substance that may contain disease germs or may be scattered by the wind, or may decompose, or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or transfer station for which a permit has been properly issued pursuant to the provisions of Chapter 11-4 of the Municipal Code. Such dumping without a permit is hereby declared to be a nuisance. Any person violating this provision of this chapter will be fined not less than \$600.00 and not more than \$2,000.00 for first offense. Second or subsequent offenses may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six months under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and under the provisions of the Illinois Code, of Criminal Procedure, as amended, in a separate proceeding. In addition to the other penalties provided in this section, any person who violates this section shall be liable to the city for three times the amount of all costs and expenses incurred by the city in abating a nuisance. Any person doing business with the City of Chicago under contract who is found guilty of violating this section shall be subject to immediate nullification of such contract in addition to the aforementioned penalties. Any business license issued by the city to any person who violates this section two or more times within any 10-year period shall be subject to revocation if the violation occurred in the course of the business for which the license was issued.

(b)(1) A motor vehicle that is used, with the knowledge of the owner of record, in the violation of this section shall be subject to seizure and impoundment under this subsection. The owner of record of such vehicle shall be liable to the city for a penalty of \$500.00 in addition to fees for the towing and storage of the vehicle and in addition to any other penalties imposed under this section; provided that the penalty shall be \$2,000.00 for any second or subsequent violation of this section (b) within any 10-year period.

(2) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the city or its agents. When the vehicle is towed, the police officer shall notify the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under this section.

(3) Whenever the owner of a vehicle seized pursuant to this section requests a preliminary hearing within 12 hours after the seizure, a hearing officer of the city shall conduct such preliminary hearing within 24 hours, *excluding Sundays and legal holidays*, after the seizure. All interested persons shall be given a reasonable opportunity to be heard at the preliminary hearing, and hearsay evidence shall be admissible. If, after the hearing, the hearing officer determines that there is probable cause to believe that the vehicle was used with the knowledge of the owner in the violation of this section, the hearing officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle posts with the city a cash bond in the penalty amount prescribed in paragraph (1) plus fees for towing *and storing* the vehicle. If the hearing officer determines that there is no such probable cause, the vehicle will be returned without penalty or other fees.

(4) Within 10 days after a vehicle is seized and impounded pursuant to this section, the city shall notify by certified mail, return receipt requested, the owner of record of the date, time and location of a hearing that will be conducted pursuant to this section. The hearing shall be [conducted] *scheduled and held, unless continued by order of the hearing officer* no later than 30 days after the vehicle was seized. All interested [person] *persons* shall be given a reasonable opportunity to be heard at the hearing. If, after the hearing, the hearing officer determines by a preponderance of evidence that the vehicle was used with the knowledge of the owner in the violation of this section, the hearing officer shall enter an order requiring the vehicle to continue to be impounded until: (i) the owner pays the penalty amount prescribed in paragraph (1) plus fees for towing and storage of the vehicle, or (ii) *the vehicle is sold or otherwise disposed of to satisfy a judgment or enforce a lien as provided by law*. The penalty and fees shall be a debt due and owing the

City. However, if a cash bond has been posted the bond shall be applied to the penalty. If the hearing officer determines that the vehicle was not knowingly used in such a violation, he or she shall order the return of the vehicle or cash bond. *Notwithstanding any other provision of this Section, whenever a person with a lien of record against a vehicle impounded under this section has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the City the net proceeds of any foreclosure sale, less any amounts necessary to pay all lienholders of record, up to the total amount of penalties and fees imposed under this subsection (b).*

(5) Any motor vehicle that is not reclaimed within 30 days after the expiration of the time during which the owner of record may seek judicial review of the city's action under this section, or the time at which a final judgment is rendered in favor of the city, *or the time a final administrative decision is rendered against an owner of record who is in default*, may be disposed of as an unclaimed vehicle as provided by law. As used in this section, the "owner of record" of a vehicle means the record title holder.

(6) Fees for towing and storage of a vehicle under this section shall be the same as those charged pursuant to Chapter 9-96 of this Code.

8-8-060 (a) For the purposes of this section:

(i) "Public place" means any street, sidewalk, bridge, alley or alleyway, plaza, park, driveway, parking lot, or transportation facility or the doorways and entranceways to any building which fronts on any of the aforesaid places, or a motor vehicle in or on any such place, or any other public way.

(ii) "Prostitution", "pandering" and "soliciting for a prostitute" have the same meanings given them in the Illinois Criminal Code, as amended.

(b) Any person who remains or wanders about in a public place and repeatedly beckons to, or repeatedly attempts to engage, passersby in conversation, or repeatedly interferes with the free passage of other persons, for the purpose of prostitution or of soliciting for a prostitute, shall be guilty of a violation of this section.

(c) Any person who remains or wanders about in a public place and repeatedly beckons to, or repeatedly stops, or repeatedly attempts to stop, or repeatedly attempts to engage passersby in conversation, or repeatedly

stops or attempts to stop motor vehicles, or repeatedly interferes with the free passage of other persons, for the purpose of pandering shall be guilty of a violation of this section.

(d)(1) A motor vehicle that is used, with the knowledge of the owner of record, in the violation of this section or Section 8-8-050, or in the commission of prostitution as defined in Section 11-14 of the Criminal Code of 1961, soliciting for a prostitute as defined in Section 11-15 of such code, soliciting for a juvenile prostitute as defined in Section 11-18 of such code, or patronizing a juvenile prostitute as defined in Section 11-18.1 of such code, shall be subject to seizure and impoundment under this subsection. The owner of record of such vehicle shall be liable to the city for a penalty of \$500.00 in addition to fees for the towing and storage of the vehicle.

(2) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the city or its agents. When the vehicle is towed, the police officer shall notify the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under this section.

(3) Whenever the owner of a vehicle seized pursuant to this section requests a preliminary hearing within 12 hours after the seizure, a hearing officer of the city shall conduct such preliminary hearing within 24 hours after the seizure, *excluding Sundays and legal holidays*. All interested persons shall be given a reasonable opportunity to be heard at the preliminary hearing. The formal rules of evidence will not apply at the hearing, and hearsay evidence shall be admissible. If, after the hearing, the hearing officer determines that there is probable cause to believe that the vehicle was used with the knowledge of the owner in the commission of any crime described in paragraph (1), the hearing officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle posts with the city a cash bond in the amount of \$500.00 plus fees for towing *and storing* the vehicle. If the hearing officer determines that there is no such probable cause, the vehicle will be returned without penalty or other fees.

(4) Within 10 days after a vehicle is seized and impounded pursuant to this section, the city shall notify by certified mail, return receipt requested, the owner of record of the date, time and location of a hearing that will be conducted pursuant to this section. The hearing shall be [conducted] *scheduled and held, unless continued by order of the hearing officer*, no later than 30 days after the vehicle was seized. All interested persons shall be given a reasonable opportunity to be heard at the hearing. If, after the hearing, the hearing officer determines by a preponderance of evidence that the vehicle was used with the knowledge of the owner in the

commission of any of the violations described in paragraph (a), the hearing officer shall enter an order requiring the vehicle to continue to be impounded until the owner pays a penalty of \$500.00 plus fees for towing and storage of the vehicle. The penalty and fees shall be a debt due and owing the city. However, if a cash bond has been posted the bond shall be applied to the penalty. If the hearing officer determines that the vehicle was not knowingly used in such a violation, he or she shall order the return of the vehicle or cash bond. *Notwithstanding any other provision of this section, whenever a person with a lien of record against a vehicle impounded under this section has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the city the net proceeds of any foreclosure sale, less any amounts necessary to pay all lienholders of record, up to the total amount of penalties and fees imposed under this subsection (d).*

(5) Any motor vehicle that is not reclaimed within 30 days after the expiration of the time during which the owner of record may seek judicial review of the city's action under this section, or the time at which a final judgment is rendered in favor of the city, *or the time a final administrative decision is rendered against an owner of record who is in default* may be disposed of as an unclaimed vehicle as provided by law. As used in this section, the "owner of record" of a vehicle means the record title holder.

(6) Fees for towing and storage of a vehicle under this section shall be the same as those charged pursuant to Chapter 9-96 of this Code.

(e) Any person who appears in a public place and exposes the genitals, vulva, pubis, pubic hair, buttocks, perineum, anus, anal region or pubic hair region, or any portion of the female breast at or below the upper edge of the areola, for the purpose of prostitution shall be guilty of a violation of this section.

(f) Any person who responds to the beckoning of a prostitute in a public place by inquiring about, negotiating for, accepting an offer of or engaging in an act of prostitution, or by allowing another into his or her motor vehicle for purposes of inquiring about, negotiating for, accepting an offer of or engaging in an act of prostitution, shall be guilty of a violation of this section. The superintendent of police shall distribute to local newspapers the names of all persons convicted of violating this subsection.

(g) A person who violates any provision of this section shall be fined not less than \$500.00, imprisoned for a period of not less than 20 days and not more than six months, or both fined and imprisoned. To the extent allowed by law, personnel of the department of police shall prevent and oppose the release of any person charged with a violation of this section on bond secured by that person's own recognizance.

(h) If any provision or part of this ordinance shall be found unconstitutional or outside the corporate powers of the City of Chicago, the remaining provisions shall continue in full force and effect.

8-20-015

(a) The owner of record of any motor vehicle that contains an unregistered firearm or a firearm that is not broken down in a nonfunctioning state shall be liable to the city for an administrative penalty of \$500.00 plus any towing and storage fee applicable under Section 9-92-080. Any such vehicle shall be subject to seizure and impoundment pursuant to this section. This subsection shall not apply: (1) if the vehicle used in the violation was stolen at the time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered or reasonably should have been discovered; (2) if the vehicle is operating as a common carrier and the violation occurs without the knowledge of the person in control of the vehicle; or (3) if the owner proves that the presence of the firearm was permissible pursuant to paragraphs (1) through (10) of Section 8-20-010 or, in the case of an unregistered firearm, the firearm was exempt from registration under subsection (b) of Section 8-20-040.

(b) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the city or its agents. Before or at the time the vehicle is towed, the police officer shall notify any person identifying himself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, of the fact of the seizure and of the vehicle owner's right to request a vehicle impoundment hearing to be conducted under this section.

(c) Whenever the owner of record of a vehicle seized pursuant to this section makes a request of the department of revenue in person and in writing for a vehicle impoundment hearing within 12 hours after the seizure, a hearing officer of the department of revenue shall conduct the vehicle impoundment hearing within 24 hours after the seizure, excluding Sundays and legal holidays. All interested persons shall be given a reasonable opportunity to be heard at the vehicle impoundment hearing. The formal rules of evidence will not apply at the hearing, and hearsay evidence shall be admissible. If, after the hearing, the hearing officer determines that there is probable cause to believe that the vehicle is subject to seizures and impoundment under subsection (a), the hearing officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle posts with the department of revenue a cash bond in the amount of \$500.00 plus any applicable towing and storage fees.

(d) Within 10 days after a vehicle is seized and impounded pursuant to this section, the city shall notify by certified mail, return receipt requested, the owner of record of the date, time and location of a hearing that will be conducted pursuant to this section. The hearing shall be [conducted] *scheduled and held, unless continued by order of the hearing officer*, no later than 30 days after the vehicle was seized. The hearing shall be conducted by a hearing officer of the department of revenue. All interested persons shall be given a reasonable opportunity to be heard at the hearing. If, after the hearing, the hearing officer determines by a preponderance of evidence that the vehicle contained an unregistered firearm or a firearm not broken down in a nonfunctioning state, and that none of the exceptions described in clauses (1) through (3) of subsection (a) applies, the hearing officer shall enter an order finding the owner of record of the vehicle civilly liable to the city for an administrative penalty in the amount of \$500.00. If the owner of record fails to appear at the hearing, the hearing officer shall enter a default order in favor of the city requiring the payment to the city of an administrative penalty in the amount of \$500.00. If the hearing officer finds that no such violation occurred, the hearing officer shall order the immediate return of the owner's vehicle or cash bond.

(e) If an administrative penalty is imposed pursuant to this section, such penalty shall constitute a debt due and owing to the city. If a cash bond has been posted pursuant to this section, the bond shall be applied to the penalty. If a vehicle has been impounded when such a penalty is imposed the city may seek to obtain a judgment on the debt and enforce such judgment against the vehicle as provided by law. Except as provided otherwise in this section, a vehicle shall continue to be impounded until (1) the penalty, plus any applicable towing and storage fees, is paid to the city, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle, or (2) the vehicle is sold or otherwise disposed of to satisfy a judgment or enforce a lien as provided by law. If the administrative penalty and applicable fees are not paid within 30 days after an administrative penalty is imposed under subsection (d) against an owner of record who defaults by failing to appear at the hearing, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles. In all other cases, if the administrative penalty and applicable fees are not paid within 30 days after the expiration of time at which administrative review of the hearing officer's determination may be sought, or within 30 days after an action seeking administrative review has been resolved in favor of the city, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles

Except as otherwise specifically provided by law, no owner, lienholder or other person shall be legally entitled to take possession of a vehicle impounded under this section until the civil penalty and fees applicable

under this section have been paid. However, whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the city the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lienholders of record, up to \$500.00 plus the applicable fees.

(f) For purposes of this section, the "owner of record" of a vehicle is the record title holder.

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

AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO TO RESTRICT USE OF
RADIO RECEIVERS OR SCANNING
DEVICES.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 13, 1993.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Tuesday, July 13, 1993, having had under consideration a substitute ordinance introduced by Alderman Edward M. Burke (14th Ward) and Alderman Lawrence Bloom (5th Ward) concerning radio receivers or scanning devices capable of monitoring public safety radio frequencies, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Certain individuals have used scanners, as defined in the body of this ordinance, to monitor police communications in order to prevent police officers from detecting illegal activity; and

WHEREAS, Due to the proliferation of scanners it is imperative that the corporate authorities take action to assist the Department of Police and to protect the public health, safety and welfare; now, therefore,

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

SECTION 1. Chapter 8-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 8-4-059, as follows:

8-4-059 Possession Of Scanners Illegal.

(a) Whenever used in this section, the word "scanner" means a radio set or apparatus (1) capable of receiving, transmitting, or both receiving and transmitting radio messages or signals within the wave length or channel now or hereafter assigned by the Federal Communications Commission or its successor for use by law enforcement agencies; or (2) that may intercept or interfere with the transmission or reception of radio messages or signals by the department of police.

(b) No person shall use a scanner in such a way as to interfere with messages transmitted or received by the department of police. No person shall use a scanner to aid or abet the performance of any act in violation of any law or ordinance. The use of a scanner to aid or abet any illegal act shall be an offense separate and distinct from such illegal act.

(c) Any person who violates this section shall be subject to a fine of not less than \$200 and not more than \$500.

SECTION 2. This ordinance shall take effect 30 days after its passage.

***Failed To Pass -- AMENDMENT TO TITLE 2, CHAPTER 84, SECTION
010 OF MUNICIPAL CODE OF CHICAGO TO ALLOW POLICE
BOARD TO APPOINT SUPPLEMENTAL CIVILIAN
VOLUNTEER AUXILIARY POLICE.***

The Committee on Police and Fire submitted the following report:

CHICAGO, July 13, 1993.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Tuesday, July 13, 1993, having had under consideration an ordinance introduced by Alderman Michael A. Wojcik (35th Ward) to supplement the Department of Police, that the board may appoint such number of civilian volunteer auxiliary police to assist in all areas of police activities and in all districts throughout the City, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. That Section 2-84-010 of the Municipal Code of Chicago, be amended to add thereto specified language as stated below:

To supplement the Department of Police, the board may appoint such number of civilian volunteer auxiliary police to assist the Department of Police, in all areas of police activities, in all districts throughout the City.

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

Failed To Pass -- PROHIBITION ON PURCHASE AND
POSSESSION OF POLICE SCANNERS BY
PRIVATE CITIZENS.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 13, 1993.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Tuesday, July 13, 1993, having had under consideration an ordinance introduced by Alderman Michael A. Wojcik (35th Ward) regarding purchase and possession of a police scanner by private citizens, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

WHEREAS, The City of Chicago is embroiled in a war against drugs and gangs and its related violence; and

WHEREAS, The City of Chicago in conjunction with the efforts of the Chicago Police Department is diligently working to eliminate this problem; and

WHEREAS, The City of Chicago must strive to maintain the integrity of the Chicago Police Department; now, therefore,

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

SECTION 1. The City of Chicago must make it illegal to purchase and possess a police scanner by private citizens, as these scanners have become tools to intercept police calls, and, therefore, hinder the efficiency and effectiveness of the Chicago Police Department.

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

***Failed To Pass -- EMERGENCY VEHICLES OPERATING ON OR
OVER LAKE MICHIGAN REQUIRED TO BE EQUIPPED
WITH "911" EMERGENCY TELEPHONE SYSTEM.***

The Committee on Police and Fire submitted the following report:

CHICAGO, July 13, 1993.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Tuesday, July 13, 1993, having had under consideration an ordinance introduced by Alderman Robert Shaw (9th Ward) and Alderman Arenda Troutman (20th Ward) to require all emergency vehicles operating on or over Lake Michigan to be equipped with emergency telephone connections, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. All marine vehicles, helicopters and other such vehicles operated by the Chicago Police Department in connection with emergency services on or over Lake Michigan shall be equipped with telephones connected with the "911" Emergency Telephone System.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 16, November 6, 24, December 9, 15, 1992, January 12, February 10, March 8, 26, April 22 and May 19, 1993) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location
1	South Michigan Avenue (west side) from a point 255 feet north of the north property line of East 18th Street, to a point 25 feet north thereof -- loading zone/tow zone -- at all times (93-0542);
1	East Wacker Drive (top level) (south side) from a point 192 feet east of the east property line of North Columbus Drive, to a point 41 feet east thereof -- loading zone/tow zone -- at all times (93-0422);
1	North Franklin Street (east side) from a point 30 feet south of the south property line of West Lake Street, to a point 55 feet south thereof -- loading zone/tow zone -- 5:00 A.M. to 7:00 P.M. -- Monday through Friday (93-0421);
1	South Racine Avenue (west side) from a point 32 feet north of the north property line of West Flournoy Street, to a point 40 feet north thereof -- at all times (93-0424);
1	West Randolph Street (south side) from a point 85 feet east of the east property line of North Sangamon Street, to a point 65 feet east thereof -- loading zone/tow zone -- 5:00 A.M. to 5:00 P.M.-- Monday through Saturday (93-0230);

Ward	Location
4	East Hyde Park Boulevard (south side) from a point 20 feet west of South Harper Avenue, to a point 22 feet west thereof -- 7:00 A.M. to 12:00 Midnight (93-0228);
5	East 59th Street (north side) from a point 134 feet west of South Woodlawn Avenue, to a point 25 feet west thereof -- at all times (93-0290);
5	South Woodlawn Avenue (west side) from a point 114 feet north of East 57th Street, to a point 25 feet north thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (93-0225);
25	West 21st Place (north side) from a point 57 feet west of South Ashland Avenue, to a point 50 feet west thereof -- 8:00 A.M. to 7:00 P.M. -- Monday through Friday (92-1500);
25	West 22nd Street (south side) from a point 254 feet west of South Damen Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (92-1541);
25	West 22nd Place (south side) from a point 276 feet east of South Leavitt Street, to a point 25 feet east thereof -- 12:00 Noon to 2:00 P.M. -- Monday through Friday (92-1342);
25	South Blue Island Avenue (east side) from a point 87 feet north of West 19th Street, to a point 25 feet north thereof -- handicapped loading zone (92-1078);

Ward	Location
26	West Division Street (south side) from a point 45 feet west of North Hermitage Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday (93-0337);
27	South Western Avenue (east side) from a point 90 feet north thereof -- 10:30 A.M. to 11:00 P.M. -- Monday through Friday and 1:00 P.M. to 11:00 P.M. -- Saturday and Sunday (93-0292);
28	West Carroll Avenue (north side) from a point 50 feet east of North Kenton Avenue, to a point 50 feet east thereof -- handicapped loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (public benefit) (93-0294);
35	West Irving Park Road (north side) from a point 89 feet west of North Harding Avenue, to a point 39 feet west thereof -- 8:00 A.M. to 10:00 P.M. (93-0295);
36	North Harlem Avenue (west side) from a point 150 feet north of West Barry Avenue, to a point 50 feet north thereof -- 9:00 A.M. to 9:00 P.M. -- no exceptions (93-0417);
39	West Peterson Avenue (south side) from a point 70 feet east of North St. Louis Avenue, to a point 35 feet east thereof -- handicapped loading zone -- 9:00 A.M. to 10:00 P.M. (93-0420);

Ward	Location
40	West Foster Avenue (south side) from a point 270 feet east of North California Avenue, to a point 40 feet east thereof -- 9:00 A.M. to 11:00 P.M. (93-0296);
41	North Harlem Avenue (east side) from a point 60 feet south of West Foster Place, to a point 20 feet south thereof -- handicapped loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (93-0407);
42	North LaSalle Boulevard (west side) from a point 30 feet north of West Illinois Street, to a point 55 feet north thereof -- loading zone/tow zone -- 9:30 A.M. to 7:00 P.M. -- Monday through Friday -- all day Saturday and Sunday (93-0405);
42	East River Drive (north side) from a point 30 feet east of North New Street, to a point 35 feet east thereof -- loading zone/tow zone (93-0214);
42	North Wells Street (east side) from a point 80 feet south of West North Avenue, to a point 38 feet south thereof -- loading zone/tow zone -- 8:00 A.M. to 7:00 P.M. (93-0445);
42	East North Water Street (lower) from a point 126 feet east of North Michigan Avenue (lower) to a point 82 feet east thereof -- tow zone except for loading zone -- 8:00 A.M. to 7:00 P.M. (93-0442);

Ward	Location
42	West Erie Street (south side) from a point 140 feet east of North Clark Street, to a point 44 feet east thereof -- loading zone/tow zone (93-0301);
42	West Chicago Avenue (south side) from a point 105 feet west of North Wells Street, to a point 40 feet west thereof -- loading zone/tow zone -- 6:00 P.M. to 2:00 A.M. (92-1453);
42	North Astor Street (east side) from a point 30 feet north of East Scott Street, to a point 40 feet north thereof, and North Astor Street (east side) from a point 123 feet north of East Scott Street, to a point 20 feet north thereof -- loading zone/tow zone (93-0212);
43	North Southport Avenue (east side) from a point 101 feet south of North Clybourn Avenue, to a point 45 feet south thereof -- loading zone/tow zone -- 8:30 A.M. to 5:00 P.M. -- Monday through Friday (92-1045);
43	North Cleveland Avenue (west side) from a point 20 feet south of West Dickens Avenue, to a point 25 feet south thereof -- loading zone/tow zone -- 5:30 P.M. to 12:00 Midnight (93-0440);
43	West Montana Street (south side) from a point 192 feet east of North Sheffield Avenue, to a point 56 feet east thereof -- handicapped loading zone -- 8:00 A.M. to 10:00 P.M. -- tow zone (93-0441);

Ward	Location
43	North Lincoln Avenue (east side) from a point 202 feet north of North Halsted Street, to a point 25 feet north thereof -- loading zone/tow zone -- 6:00 P.M. to 12:00 Midnight (93-0576);
43	North Lincoln Avenue (west side) from a point 74 feet south of West Altgeld Street, to a point 22 feet south thereof -- loading zone/tow zone -- 6:00 P.M. to 12:00 Midnight (93-0574);
43	West Armitage Avenue (north side) from a point 71 feet west of North Orleans Street, to a point 25 feet west thereof -- loading zone/tow zone -- 5:00 P.M. to 12:00 Midnight (93-0439);
43	North Clark Street (west side) from a point 175 feet south of West Fullerton Parkway, to a point 25 feet south thereof -- loading zone/tow zone -- 6:00 P.M. to 12:00 Midnight (93-0209);
44	North Pine Grove Avenue (west side) from a point 130 feet south of West Oakdale Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. (93-0303);
44	North Sheffield Avenue (east side) from a point 45 feet north of West Addison Street, to a point 25 feet north thereof -- 7:00 A.M. to 11:00 A.M. (93-0208);
44	North Clark Street (east side) from a point 140 feet south of West Eddy Street, to a point 40 feet south thereof -- 10:00 A.M. to 10:00 P.M. (93-0116);

Ward	Location
44	West Diversey Parkway (north side) from a point 140 feet east of North Broadway, to a point 25 feet east thereof -- handicapped loading zone (93-0115);
44	West Diversey Parkway (north side) from a point 50 feet east of North Burling Street, to a point 50 feet east thereof -- 11:00 A.M. to 12:00 Midnight (93-0067);
44	West Cornelia Avenue (south side) from a point 70 feet west of North Clark Street, to a point 25 feet west thereof -- 11:30 A.M. to 11:30 P.M. (93-0112);
45	North Milwaukee Avenue (west side) from a point 55 feet south of North Northwest Highway, to a point 25 feet south thereof -- handicapped loading zone (93-0435);
46	North Clifton Avenue (east side) from a point 120 feet south of North Broadway, to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (93-0069);
50	North Fairfield Avenue (east side) from a point 150 feet south of West Devon Avenue, to a point 25 feet south thereof -- handicapped loading zone (93-0231).

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

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed June 17, 1992 (Council Journal of Proceedings, page 17779) which reads:

"South Wabash Avenue (east side) from a point 164 feet south of the south property line of East Monroe Street, to a point 61 feet south thereof -- no parking loading zone/tow zone -- at all times"

by striking:

"no parking loading zone/tow zone -- at all times"

and inserting:

"no parking/tow-away zone -- at all times" (93-0412).

SECTION 2. Amend ordinance passed March 26, 1993 (Council Journal of Proceedings, page 30340) which reads:

"North Lincoln Avenue (east side) from a point 125 feet south of West Belden Avenue to a point 75 feet south thereof -- loading zone/tow zone -- 6:00 P.M. to 12:00 Midnight"

by striking:

"75 feet"

and inserting in lieu thereof:

"25 feet -- no parking loading zone -- 6:00 P.M. to 12:00 Midnight -- tow zone" (93-0575).

SECTION 3. Repeal ordinance passed September 11, 1991 (Council Journal of Proceedings, page 5051) which reads:

"North Kenmore Avenue (east side) from a point 85 feet south of West Belmont Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday" (93-0114).

SECTION 4. Repeal ordinance passed June 22, 1988 (Council Journal of Proceedings, page 14683) which reads:

"West Belmont Avenue (south side) from a point 416 feet west of Southport Avenue, to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" (93-0113).

SECTION 5. Amend ordinance passed November 28, 1990 (Council Journal of Proceedings, page 26203) which reads:

"North Sheridan Road (east side) from a point 330 feet north of West Wilson Avenue, to a point 25 feet north thereof -- no parking/loading zone"

by striking:

"no parking/loading zone"

and inserting in lieu thereof:

"no parking/handicapped loading zone" (92-1345).

SECTION 6. Amend ordinance passed May 10, 1989 (Council Journal of Proceedings, page 850) which reads:

"North Ravenswood Avenue (west side) from a point 80 feet north of West Montrose Avenue, to a point 50 feet north thereof -- no parking/loading zone"

by striking:

"from a point 80 feet north of West Montrose Avenue, to a point 50 feet north thereof -- no parking/loading zone"

and inserting in lieu thereof:

"from a point 100 feet north of West Montrose Avenue, to a point 45 feet north thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday" (93-0173).

SECTION 7. Repeal ordinance passed March 26, 1993 (Council Journal of Proceedings, page 30342) which reads:

"6339 North Fairfield Avenue -- handicapped loading zone" (93-0231).

SECTION 8. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 9, 1992, February 19, March 26, and April 22, 1993) proposed ordinances to establish and amend vehicular traffic movement on portions of

sundry streets, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Restriction Of Vehicular Traffic Movement To Single Direction.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
15	South Bell Avenue, from West Marquette Road to West 69th Street -- southerly (93-0390);
15	6700 to 6900 South Claremont Avenue -- southerly (93-0391);
15	South Maplewood Avenue, from West 67th Street to West 74th Street -- southerly (93-0145);
15	South Oakley Avenue, from West 67th Street to West 69th Street -- northerly (93-0446);
26	North Mozart Avenue, from West Chicago Avenue to West Division Street -- northerly (93-0338);
31	The alley west of North Kolmar Avenue, between West Diversey Avenue and West Fullerton Avenue -- northerly (93-0461);
33	The first east/west alley north of West Logan Boulevard, from North California Avenue to North Washtenaw Avenue -- easterly (93-0416);
42	The east/west alley bounded by North Rush Street, North Wabash Avenue, East Superior Street and East Chicago Avenue -- easterly (93-0443).

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

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Repeal ordinance passed June 12, 1991 (Council Journal of Proceedings, pages 1740 and 1741) which reads:

"North Mozart Avenue, from West Chicago Avenue to West Thomas Street -- northerly and North Mozart Avenue, from West Division Street to West Thomas Street -- southerly".

SECTION 2. Amend ordinance passed May 9, 1973 (Council Journal of Proceedings, pages 5528 and 5529) which reads:

"West Warner Avenue, from North Wolcott Avenue to North Leavitt Street",

by striking:

"North Leavitt Street"

and inserting in lieu thereof:

"the second alley west of North Damen Avenue and West Warner Avenue, from North Lincoln Avenue to North Leavitt Street -- westerly" (92-1525).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

REMOVAL OF PARKING METERS AT
3944 WEST IRVING PARK ROAD.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 26, 1993) proposed ordinances to amend parking meters, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

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. Removal of two parking meters numbered 485 and 31433 located at 3944 West Irving Park Road (93-0307).

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

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 6, 24, December 15, 1992, January 12, February 10, March 8, 26, April 22 and May 19, 1993) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Section 64 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way in the area indicated:

Ward	Location
5	South Drexel Avenue (both sides) from East 73rd Street to East 74th Street -- no truck parking.

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

*Prohibition Of Parking At All Times.
(Except For Handicapped)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
1	At 1523 West Huron Street (Handicapped Permit 7867);
3	At 4711 South Wabash Avenue (Handicapped Permit 7941);

Ward	Location
3	At 4846 South Michigan Avenue (Handicapped Permit 7775);
5	At 6727 South Oglesby Avenue (Handicapped Permit 7777)
5	At 7444 South Bennett Avenue (Handicapped Permit 7932);
5	At 6748 South East End Avenue (Handicapped Permit 7983);
6	At 557 East 87th Street (Handicapped Permit 7934);
6	At 7709 South Avalon Avenue (Handicapped Permit 7931);
6	At 7146 South Union Avenue (Handicapped Permit 7780);
6	At 7240 South Lafayette Avenue (Handicapped Permit 7868);
7	At 8215 South Marquette Avenue (Handicapped Permit 7781);
8	At 7618 South Clyde Avenue (Handicapped Permit 7787);
8	At 8030 South Yates Avenue (Handicapped Permit 7662);
8	At 9037 South Clyde Avenue (Handicapped Permit 7788);
8	At 9125 South Woodlawn Avenue (Handicapped Permit 7786);
8	At 7936 South Anthony Avenue (Handicapped Permit 7869);
8	At 8355 South Luella Avenue (Handicapped Permit 7950);

Ward	Location
9	At 10850 South Edbrooke Avenue (Handicapped Permit 7938);
9	At 10211 South Lowe Avenue (Handicapped Permit 7936);
10	At 8713 South Escanaba Avenue (Handicapped Permit 7792);
10	At 9330 South Merrill Avenue (Handicapped Permit 7952);
10	At 10501 South Avenue G (Handicapped Permit 7937);
11	At 3255 South Lowe Avenue (Handicapped Permit 7873);
11	At 712 West 48th Street (Handicapped Permit 7874);
12	At 2748 West 43rd Street (Handicapped Permit 7679);
12	At 4353 South Mozart Street (Handicapped Permit 7960);
12	At 4147 South Albany Avenue (Handicapped Permit 7959);
12	At 4620 South Talman Avenue (Handicapped Permit 7875);
12	At 4507 South Hermitage Avenue (Handicapped Permit 7879);
12	At 3314 South Oakley Avenue (Handicapped Permit 7876);
13	At 6234 South Kostner Avenue (Handicapped Permit 7881);
13	At 6517 South Kedvale Avenue (Handicapped Permit 7965);

Ward	Location
13	At 5843 West 64th Place (Handicapped Permit 7963);
13	At 5638 West 63rd Place (handicapped permit);
14	At 5320 South Washtenaw Avenue (Handicapped Permit 7972);
14	At 6541 South Whipple Street (Handicapped Permit 7797);
14	At 4442 South Richmond Street (Handicapped Permit 7386);
15	At 6222 South Paulina Street (Handicapped Permit 7883);
15	At 6353 South Hermitage Avenue (Handicapped Permit 7785);
16	At 5630 South Green Street (Handicapped Permit 7884);
16	At 5946 South Sangamon Street (Handicapped Permit 7803);
16	At 6148 South Carpenter Street (Handicapped Permit 7804);
16	At 5149 South Hermitage Avenue (Handicapped Permit 7805);
16	At 652 West 60th Street (Handicapped Permit 7885);
17	At 7104 South Emerald Avenue (Handicapped Permit 7886);
17	At 7147 South Perry Avenue (Handicapped Permit 7807);
17	At 7701 South Normal Avenue (Handicapped Permit 7975);

Ward	Location
17	At 7701 South Normal Avenue (Handicapped Permit 7974);
17	At 1233 West 73rd Street (Handicapped Permit 7973);
18	At 8520 South Morgan Street (Handicapped Permit 7887);
18	At 8021 South Bishop Street (Handicapped Permit 7980);
19	At 11710 South Artesian Avenue (Handicapped Permit 7889);
19	At 10905 South Millard Avenue (Handicapped Permit 7982);
19	At 1762 West 90th Street (Handicapped Permit 7808);
20	At 6236 South Greenwood Avenue (Handicapped Permit 7984);
21	At 9211 South Emerald Avenue (Handicapped Permit 7707);
21	At 9154 South Wallace Street (Handicapped Permit 7696);
23	At 6223 South Normandy Avenue (Handicapped Permit 7988);
23	At 5140 South Kolin Avenue (Handicapped Permit 7939);
23	At 4743 South Kedvale Avenue (Handicapped Permit 7890);
23	At 5518 South Rutherford Avenue (Handicapped Permit 7445);
23	At 4854 South Kedvale Avenue (Handicapped Permit 7892);

Ward	Location
24	At 4150 West 21st Street (Handicapped Permit 7893);
24	At 4316 West 18th Street (Handicapped Permit 7820);
25	At 2312 South Winchester Avenue (Handicapped Permit 7894);
26	At 2525 West Haddon Avenue (Handicapped Permit 7994);
26	At 1628 North Talman Avenue (Handicapped Permit 7999);
26	At 1825 North Whipple Street (Handicapped Permit 7826);
26	At 1721 North Spaulding Avenue (Handicapped Permit 7992);
26	At 2715 West Evergreen Avenue (Handicapped Permit 7993);
27	At 723 North Drake Avenue (Handicapped Permit 7997);
27	At 709 North St. Louis Avenue (Handicapped Permit 7829);
27	At 2156 West Monroe Street (Handicapped Permit 7851);
28	At 4242 West Gladys Avenue (Handicapped Permit 8002);
29	At 5445 West Van Buren Street (Handicapped Permit 7897);
29	At 5429 West Van Buren Street (Handicapped Permit 7831);
30	At 2249 North Lorel Avenue (Handicapped Permit 7899);

Ward	Location
30	At 2717 North Major Avenue (Handicapped Permit 7625);
31	At 1649 North Central Park Avenue (Handicapped Permit 7732);
31	At 1224 North Central Park Avenue (Handicapped Permit 7902);
31	At 1143 North Lawndale Avenue (Handicapped Permit 8009);
31	At 3236 West Crystal Street (Handicapped Permit 7900);
32	At 1628 North Paulina Street (Handicapped Permit 8013);
32	At 2344 West Lyndale Street (Handicapped Permit 8011);
32	At 2338 West Cortez Street (Handicapped Permit 7903);
32	At 1918 West Wellington Avenue (Handicapped Permit 7904);
32	At 1843 West Melrose Avenue (Handicapped Permit 8014);
33	At 3814 North Albany Avenue (Handicapped Permit 8015);
33	At 4706 North Artesian Avenue (Handicapped Permit 70);
33	At 2201 North Talman Avenue (Handicapped Permit 7905);
34	At 120 West 109th Place (Handicapped Permit 8016);

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Ward	Location
34	At 10228 South Union Avenue (Handicapped Permit 7742);
34	At 11312 South Wallace Street (Handicapped Permit 7911);
34	At 11654 South Peoria Street (Handicapped Permit 7909);
34	At 10544 South Wentworth Avenue (Handicapped Permit 7908);
34	At 11735 South Loomis Street (Handicapped Permit 7910);
34	At 11743 South Loomis Street (Handicapped Permit 7907);
34	At 948 West Vermont Avenue (Handicapped Permit 8017);
34	At 12211 South Lowe Avenue (Handicapped Permit 7839);
35	At 2138 North Lawndale Avenue (Handicapped Permit 8019);
35	At 2009 North Sawyer Avenue (Handicapped Permit 7746);
35	At 2434 North Hamlin Avenue (Handicapped Permit 7918);
35	At 2433 North Hamlin Avenue (Handicapped Permit 7919);
35	At 2957 North Dawson Avenue (Handicapped Permit 7912);
35	At 2414 North Drake Avenue (Handicapped Permit 7913);
36	At 2230 North Neva Avenue (Handicapped Permit 8020);

Ward	Location
36	At 2958 North McVicker Avenue (Handicapped Permit 7920);
36	At 3460 North Ozanam Avenue (Handicapped Permit 7841);
37	At 947 North Springfield Avenue (Handicapped Permit 7497);
37	At 1136 North Leclaire Avenue (Handicapped Permit 8022);
37	At 743 North Ridgeway Avenue (Handicapped Permit 7922);
38	At 4544 North Austin Avenue (Handicapped Permit 8026);
38	At 6008 West Waveland Avenue (Handicapped Permit 8027);
38	At 6020 West Waveland Avenue (Handicapped Permit 8023);
38	At 5540 West Byron Street (Handicapped Permit 7845);
38	At 6235 West Eddy Street (Handicapped Permit 8024);
38	At 4814 West Waveland Avenue (Handicapped Permit 7924);
38	At 4323 North Moody Avenue (Handicapped Permit 7923);
38	At 4107 North Monitor Avenue (Handicapped Permit 8025);
38	At 4853 West Addison Street (Handicapped Permit 7760);
38	At 4455 North Moody Avenue (Handicapped Permit 7925);

Ward	Location
39	At 4737 North Keystone Avenue (Handicapped Permit 8030);
40	At 6544 North Greenview Avenue (Handicapped Permit 7850);
41	At 6945 North Overhill Avenue (Handicapped Permit 7927);
41	At 7715 West Balmoral Avenue (Handicapped Permit 7852);
43	At 2731 North Sheffield Avenue (Handicapped Permit 8034);
44	At 559 West Cornelia Avenue (Handicapped Permit 8035);
45	At 5715 North Meade Avenue (Handicapped Permit 7928);
47	At 4141 North Bell Avenue (Handicapped Permit 8038);
47	At 4830 North Hoyne Avenue (Handicapped Permit 7929);
48	At 1459 West Elmdale Avenue (Handicapped Permit 8039);
50	At 6431 North Bell Avenue (Handicapped Permit 7646);
50	At 6304 North Whipple Street (Handicapped Permit 7862).

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed October 6, 1981 (Council Journal of Proceedings, page 7382) which reads:

"East 53rd Street (north side) from west property line of Old Lake Park Avenue, to a point 151 feet west thereof -- parking prohibited at all times"

by striking:

"151 feet west thereof"

and inserting in lieu thereof:

"100 feet" (93-0227).

SECTION 2. Relocation of Handicapped Parking Permit 6596 signs from South Kenwood Avenue, between East 55th Street and East 56th Street to 1327 East 55th Street.

SECTION 3. Removal of handicapped parking permit signs located at 3718 South Honore Street.

SECTION 4. Removal of handicapped parking permit signs located at 3325 South Bell Avenue.

SECTION 5. Removal of Handicapped Parking Permit 6977 signs located at 3536 South Hamilton Avenue.

SECTION 6. Removal of Handicapped Parking Permit 2049 signs located at 3708 South Honore Street.

SECTION 7. Removal of Handicapped Parking Permit 4951 signs located at 2423 West 43rd Street.

SECTION 8. Removal of Handicapped Parking Permit 353 signs located at 3531 West 79th Place.

SECTION 9. Removal of Handicapped Parking Permit 3091 signs located at 6116 South Wood Street.

SECTION 10. Removal of Handicapped Parking Permit 4560 signs located at 6120 South Wood Street.

SECTION 11. Removal of Handicapped Parking Permit 5402 signs located at 6342 South Hermitage Avenue.

SECTION 12. Removal of Handicapped Parking Permit 1070 signs located at 10466 South Walden Parkway.

SECTION 13. Removal of Handicapped Parking Permit 3253 signs located at 8924 South Elizabeth Street.

SECTION 14. Removal of Handicapped Parking Permit 5621 signs located at 5518 South Rutherford Avenue.

SECTION 15. Removal of Handicapped Parking Permit 7157 signs located at 4511 West Maypole Street.

SECTION 16. Removal of Handicapped Parking Permit 3391 signs located at 2116 North Laramie Avenue.

SECTION 17. Amend ordinance passed February 19, 1962 (Council Journal of Proceedings, page 6734) which reads:

"North Kenton Avenue east embankment (east side) from West Fullerton Avenue to West Diversey Avenue -- no parking anytime"

by striking:

"(east side)" and "no parking anytime"

and inserting in lieu thereof:

"(both sides)" and "no parking tow zone" (93-0460).

SECTION 18. Removal of Handicapped Parking Permit 5338 signs located at 2041 West Rice Street.

SECTION 19. Removal of Handicapped Parking Permit 783 signs located at 3901 West Schubert Avenue.

SECTION 20. Removal of Handicapped Parking Permit 4217 signs located at 2635 North Springfield Avenue.

SECTION 21. Removal of Handicapped Parking Permit 6024 signs located at 3004 North Natoma Avenue.

SECTION 22. Removal of Handicapped Parking Permit 484 signs located at 5008 North Avers Avenue.

SECTION 23. Removal of Handicapped Parking Permit 756 signs located at 6237 North Whipple Street.

SECTION 24. Amend ordinance passed December 10, 1976 (Council Journal of Proceedings, page 4149) which reads:

"North Kedzie Avenue (west side) from West Touhy Avenue to West Jarvis Avenue -- no parking anytime"

by striking:

"West Jarvis Avenue"

and inserting in lieu thereof:

"to a point 450 feet north of West Touhy Avenue and from a point 650 feet north of West Touhy Avenue to West Jarvis Avenue" (92-1385).

SECTION 25. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location
5	East 69th Street (north side) from a point 20 feet east of South Oglesby Avenue, to a point 200 feet east thereof -- no parking school days -- 8:00 A.M. to 4:30 P.M. (93-0289);
6	East 79th Street (north side) from a point 40 feet east of South Vernon Avenue, to a point 37 feet east thereof -- Tuesday through Sunday -- 8:00 A.M. to 12:00 Midnight (except Mondays) (93-0426);
30	West Roscoe Street (south side) from North Cicero Avenue to North Kostner Avenue -- 6:00 A.M. to 6:00 P.M. -- Monday to Friday (92-1394);
46	West Sheridan Road (south side) from a point 175 feet west of North Lake Shore Drive, to a point 265 feet west thereof -- 7:00 P.M. to 9:00 A.M. -- Monday through Friday (93-0315).

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

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Repeal ordinance passed June 15, 1962 (Council Journal of Proceedings, page 7299) which reads:

"East 87th Street (south side) from South Clyde Avenue to South Paxton Avenue -- 7:00 A.M. to 5:00 P.M. -- except Sundays and holidays (93-0312)".

SECTION 2. Amend ordinance passed February 10, 1993 (Council Journal of Proceedings, page 28578), which reads:

"West Foster Avenue, from North Central Park Avenue to North Kimball Avenue (south side) -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. and West Foster Avenue, from North Central Park Avenue to North Drake Avenue (north side) -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. and (north side) from North Kimball Avenue, to North Drake Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday"

by striking the above and inserting in lieu thereof:

"West Foster Avenue, from North Kimball Avenue to North Central Park Avenue (north side) -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday and (south side) -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" (93-0309).

SECTION 3. Amend ordinance passed October 30, 1957 (Council Journal of Proceedings, page 6240) which reads:

"North Laramie Avenue (east side) from West Belmont Avenue to West Sunnyside Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday"

by striking:

"West Sunnyside Avenue"

and inserting in lieu thereof:

"West Irving Park Road" (93-0437).

SECTION 4. Amend ordinance passed March 26, 1993 (Council Journal of Proceedings, page 30368) which reads:

"North Kedzie Avenue (west side) from a point 450 feet north of West Touhy Avenue, to a point 650 feet north thereof -- 9:00 P.M. to 9:00 A.M."

by striking:

"650 feet north thereof"

and inserting in lieu thereof:

"200 feet north thereof" (92-1385).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Prohibition Of Parking During Specified Hours
For Street Cleaning.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 040 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the specified hours, months and on the days specified:

Ward	Location
2	East 35th Street (north side) between South LaSalle Street and South Lake Park Avenue -- Mondays -- 7:00 A.M. to 9:00 A.M. -- April 1st to November 30th (92-1480);

Ward	Location
42	North Astor Street (east side) from a point 30 feet north of East Scott Street, to a point 40 feet north thereof -- Wednesdays -- 9:00 A.M. to 1:00 P.M. -- April 15th to November 15th and North Astor Street (east side) from a point 123 feet north of East Scott Street, to a point 20 feet north thereof -- Wednesdays -- 9:00 A.M. to 1:00 P.M. -- April 15th to November 15th (93-0212).

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

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location
13	West 60th Street (both sides) from South Pulaski Road to the first north/south alley west thereof -- two hours -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (93-0339);

Ward	Location
46	North Clifton Avenue (east side) from a point 20 feet south of North Broadway, to a point 100 feet south thereof -- 30 minutes -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (93-0070).

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

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. Amend ordinance passed September 23, 1987 (Council Journal of Proceedings, page 4115) which reads:

"West Higgins Avenue (both sides) from North Nordica Avenue to North Mont Clare Avenue -- one hour parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking:

"(both sides) from North Nordica Avenue to North Mont Clare Avenue"

and inserting in lieu thereof:

"(south side) from North Nordica Avenue to North Mont Clare Avenue and West Higgins Avenue (north side) from a point 165 feet west of North Nordica Avenue to North Mont Clare Avenue" (93-0332).

SECTION 2. Amend ordinance passed March 21, 1990 (Council Journal of Proceedings, page 13473) which reads:

"North Ravenswood Avenue (east side) from a point 125 feet north of West Montrose Avenue, to a point 60 feet north thereof -- one hour parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking:

"from a point 125 feet north of West Montrose Avenue, to a point 60 feet"

and inserting in lieu thereof:

"from a point 175 feet north of West Montrose Avenue, to a point 25 feet" (93-0170).

SECTION 3. Amend ordinance passed March 26, 1993 (Council Journal of Proceedings, page 30370) which reads:

"North Kedzie Avenue (west side) from a point 450 feet north of West Touhy Avenue, to a point 650 feet north thereof -- two hours -- 9:00 A.M. to 9:00 P.M."

by striking:

"650 feet north thereof" (92-1385).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones:

Ward	Location
23	West 48th Street (both sides) from South LaCrosse Avenue to the first alley west thereof (Zone 58);
31	1600 block of North Keeler Avenue (both sides) at all times;
35	West Altgeld Street (both sides) between North Avers Avenue and North Springfield Avenue -- at all times (Zone 93);
36	1600 block of North Rutherford Avenue (both sides) at all times;
39	3700 block of West Agatite Avenue (both sides) 3:00 P.M. to 8:00 A.M. -- daily (Zone 107);
39	5100 block of North Avers Avenue, from West Carmen Avenue to West Foster Avenue -- at all times (Zone 61);
45	4700 block of North Kilpatrick Avenue (both sides) beginning at the first alley south of West Lawrence Avenue -- at all times (Zone 60)

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Allow residents of the 1200 block of West Westgate Terrace to purchase Zone 5 Residential Stickers.

SECTION 2. Allow residents of the 1300 block of West Westgate Terrace to purchase Zone 5 Residential Stickers.

SECTION 3. Allow residents of the 800 block of South May Street to purchase Zone 5 Residential Stickers.

SECTION 4. Allow residents of the 900 block of South May Street to purchase Zone 5 Residential Stickers.

SECTION 5. Allow residents of the 800 block of South Morgan Street to purchase Zone 5 Residential Stickers.

SECTION 6. Allow residents of the 900 block of South Morgan Street to purchase Zone 5 Residential Stickers.

SECTION 7. Allow residents of 903 South Ashland Avenue to purchase Zone 5 Residential Stickers.

SECTION 8. Allow residents of 901 South Ashland Avenue to purchase Zone 5 Residential Stickers.

SECTION 9. Allow residents of the 700 block of South Ashland Avenue to purchase Zone 5 Residential Stickers.

SECTION 10. Allow residents of the 600 block of South Ashland Avenue to purchase Zone 5 Residential Stickers.

SECTION 11. Allow residents of West 15th Street between South Plymouth Court and South Federal Street to purchase Zone 365 Residential Stickers.

SECTION 12. Allow residents on the west side of the 1200 block of South State Street to purchase Zone 365 Residential Stickers.

SECTION 13. Allow residents on the west side of the 1300 block of South State Street to purchase Zone 365 Residential Stickers.

SECTION 14. Allow residents on the west side of the 1400 block of South State Street to purchase Zone 365 Residential Stickers.

SECTION 15. Allow residents on the west side of the 1500 block of South State Street to purchase Zone 365 Residential Stickers.

SECTION 16. Amend Residential Permit Parking Zone 162, which reads:

"North Octavia Avenue (east side) from West School Street to West Belmont Avenue and (west side) from West School Street to the first alley north of West Belmont Avenue -- at all times"

by striking the above and inserting in lieu thereof:

"North Octavia Avenue (both sides) from West School Street to the first alley north of West Belmont Avenue -- at all times".

SECTION 17. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as diagonal parking/service drives for the following locations:

Ward	Location
21	South Throop Street (west side) from West 99th Street to the first alley north thereof (93-0453);
43	West Willow Street, alongside of 1708 North Marcey Street (approximately 26 feet by 154 feet) (93-0520);

Ward	Location
47	North Campbell Avenue (east side) from a point 80 feet north of West Irving Park Road to the first alley north thereof (93-0425).

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

**ESTABLISHMENT OF SPEED LIMITATION ON PORTIONS
OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 26, 1993) proposed orders for speed limitations on portions of specified streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Pursuant to Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward	Location And Limit
31	North Kenton Avenue, east embankment, from West Fullerton Avenue to West Diversey Avenue -- 20 miles per hour (93-0335);
31	North Kenton Avenue, east embankment, from West Fullerton Avenue to West Wrightwood Avenue -- 20 miles per hour (93-0336).

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

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE
TOW-AWAY ZONES ON PORTIONS OF SPECIFIED
STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 15, 1992, January 12, March 8, 26 and April 22, 1993) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic tow-away zones, between the limits and during the times, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Transportation is hereby authorized and directed to install traffic signs designating the hours of prohibition along said routes:

Ward	Location
23	South Kilpatrick Avenue (both sides) from West 55th Street to West 57th Street -- at all times (93-0049);
28	West Carroll Avenue (south side) from North Kenton Avenue to a point 170 feet east thereof -- at all times (public benefit) (93-0294);
31	West Cortland Street (both sides) from a point 525 feet west of North Kilbourn Avenue, to a point 125 feet west thereof -- at all times (93-0459);
31	North Kenton Avenue (both sides) west embankment, from West Wrightwood Avenue to West Fullerton Avenue (93-0458);
32	North Ravenswood Avenue, east embankment (west side) from West Belmont Avenue to North Lincoln Avenue and North Ravenswood Avenue, west embankment (east side) from West Belmont Avenue to West Addison Street -- at all times (93-0234);

Ward	Location
42	North Clark Street (east side) from West North Avenue to West Walton Street -- no parking, no stopping, no standing -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday;
42	North Clark Street (west side) from West North Avenue to West Walton Street -- no parking, no stopping, no standing -- 7:00 A.M. to 9:30 A.M. -- Monday through Friday;
42	North Clark Street (both sides) from West Walton Street to Chicago River -- no parking, no stopping, no standing -- 7:00 A.M. to 9:30 A.M. -- Monday through Friday (93-0330);
42	North Wells Street (west side) from West Division Street to West Ontario Street -- no parking, no stopping, no standing -- 7:00 A.M. to 9:30 A.M. -- Monday through Friday;
42	North Wells Street (east side) from West Division Street to West Ontario Street -- no parking, no stopping, no standing -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday;
42	North Wells Street (both sides) from West Ontario Street to West Kinzie Street -- no parking, no stopping, no standing -- 7:00 A.M. to 9:30 A.M. -- Monday through Friday (93-0329);

Ward	Location
42	North State Parkway (east side) from a point 90 feet north of East Schiller Street, to a point 30 feet north thereof -- at all times (93-0233);
46	West Grace Street (north side) from a point 87 feet west of North Broadway, to a point 25 feet west thereof -- at all times (93-0328).

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

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Amend ordinance passed September 15, 1982 (Council Journal of Proceedings, page 12353) which reads:

"West 55th Street (both sides) from South Kilpatrick Avenue to the railroad tracks east thereof -- no parking anytime/tow-away zone"

by striking:

"South Kilpatrick Avenue"

and inserting in lieu thereof:

"South Knox Avenue" (93-0046).

SECTION 2. Amend ordinance passed May 4, 1977 (Council Journal of Proceedings, page 5249) which reads:

"East Ontario Street (both sides) from North St. Clair Street to North Michigan Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Saturday -- no parking/tow zone"

by striking:

"7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Saturday -- no parking/tow zone" (93-0415).

SECTION 3. Amend ordinance passed May 30, 1986 (Council Journal of Proceedings, page 30401) which reads:

"North Clifton Avenue (both sides) from North Broadway to West Wilson Avenue -- no parking/tow zone"

by striking:

"(both sides)"

and inserting in lieu thereof:

"(west side) from North Broadway to West Wilson Avenue"

and inserting:

"(east side) from West Wilson Avenue to a point 280 feet south of North Broadway -- no parking/tow zone".

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS AND TRAFFIC CONTROL SIGNALS
ON PORTIONS OF SUNDRY
STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 6, 1991, October 14, 1992, January 12, February 10, March 8, 26, April 22 and May 19, 1993) proposed orders to erect traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and orders submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Said ordinance and orders, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Ward	Type Of Sign/Signal And Location
1	"Two-Way Stop" signs, stopping West Polk Street for South Bell Avenue (93-0255);
6	"All-Way Stop" signs, at South Indiana Avenue and East 94th Street (93-0382);
6	"All-Way Stop" signs, at South Evans Avenue and East 74th Street (93-0343);
10	"Two-Way Stop" signs, stopping East 109th Street for South Hoxie Avenue (93-0377);
10	"All-Way Stop" signs, at South Avenue C and East 108th Street (93-0375);
10	"Stop" sign, stopping East 108th Street for South Hoxie Avenue (93-0380);
10	"Two-Way Stop" signs, stopping East 107th Street for South Avenue C (93-0378);
10	"Stop" sign, stopping East 107th Street for South Hoxie Avenue (93-0376);

Ward	Type Of Sign/Signal And Location
10	"Two-Way Stop" signs, stopping East 107th Street for South Avenue B (93-0379);
11	"All-Way Stop" signs, at South Aberdeen Street and West 32nd Place (93-0264);
11	"Left Turn Arrow" signal, for northbound traffic on South Halsted Street at South Archer Avenue (93-0402);
12	"All-Way Stop" signs, at West 46th Street and South Kilpatrick Avenue (93-0178);
12	"All-Way Stop" signs, at South Laverne Avenue and West 45th Street (93-0185);
14	Automatic traffic control signals, at South Archer Avenue and South Homan Avenue (93-0037);
17	"Two-Way Stop" signs, stopping South May Street for West 78th Street, (93-0042);
17	"No Turn On Red -- 7:00 A.M. To 7:00 P.M." signs, at West 75th Street and South Vincennes Avenue (91-0115);
18	"Two-Way Stop" signs, stopping West 84th Place for South Homan Avenue (93-0191);
18	"Two-Way Stop" signs, stopping South Justine Street for West 80th Street (93-0190);
18	"All-Way Stop" signs, at South Bishop Street and West 82nd Street (93-0270);

Ward	Type Of Sign/Signal And Location
18	"Two-Way Stop" signs, stopping South Oakley Avenue for West 79th Place (93-0492);
18	"Stop" sign, stopping South Hoyne Avenue for West 77th Street (93-0086);
18	"Two-Way Stop" signs, stopping West 80th Street for South Oakley Avenue (93-0494);
18	"Two-Way Stop" signs, stopping South Oakley Avenue for West 80th Place (93-0493);
18	"Two-Way Stop" signs, stopping West 81st Street for South Oakley Avenue (93-0491);
18	"Two-Way Stop" signs, stopping West 81st Place for South Oakley Avenue (93-0488);
23	"Two-Way Stop" signs, stopping West 56th Street for South Natchez Avenue (93-0088);
23	"Two-Way Stop" signs, stopping South Neenah Avenue for West 56th Street (93-0089);
24	"Two-Way Stop" signs, stopping South Trumbull Avenue for West 18th Street (92-1199);
29	"Two-Way Stop" signs, stopping West Corcoran Place (service drive) westbound for North Mayfield Avenue and stopping North Mayfield Avenue southbound for West Corcoran Place (service drive) (93-0364);

Ward	Type Of Sign/Signal And Location
29	"One-Way Stop" sign, stopping West Palmer Avenue westbound for North Melvina Avenue (93-0363);
29	"One-Way Stop" sign, stopping northbound North Moody Avenue for West Palmer Avenue (93-0369);
29	"Two-Way Stop" signs, stopping northbound North Mason Avenue for West Corcoran Place and stopping West Corcoran Place (service drive) westbound for North Mason Avenue (93-0366);
29	"Three-Way Stop" signs, stopping North Parkside Avenue for West Corcoran Place and stopping West Corcoran Place (service drive) westbound for North Parkside Avenue (93-0365);
29	"One-Way Stop" signs, stopping West Palmer Avenue for North Meade Avenue (93-0371);
29	"All-Way Stop" signs, stopping all approaches at North Pine Avenue and West Lake Street; "One-Way Stop" signs, stopping West Lake Street for North Pine Avenue (93-0367);
29	"Two-Way Stop" signs, stopping North Waller Avenue for West Corcoran Place and stopping West Corcoran Place (service drive) westbound for North Waller Avenue (93-0370);

Ward	Type Of Sign/Signal And Location
29	"Three-Way Stop" signs, stopping North Menard Avenue for West Corcoran Place and stopping West Corcoran Place (service drives) westbound for North Menard Avenue (93-0362);
29	"All-Way Stop" signs, at North Melvina Avenue and West Dickens Avenue (93-0368);
31	"One-Way Stop" sign, stopping West Barry Avenue for North Knox Avenue (93-0360);
31	"Two-Way Stop" signs, stopping North Kilbourn Avenue for West Barry Avenue (93-0356);
31	"All-Way Stop" signs, at North Kolmar Avenue and West George Street (93-0359);
31	"One-Way Stop" sign, stopping West Deming Place for North Kilpatrick Avenue (93-0353);
31	"One-Way Stop" sign, stopping West Deming Place for North Kilbourn Avenue (93-0357);
31	"Two-Way Stop" signs, stopping North Kilpatrick Avenue for West Altgeld Avenue (93-0354);
31	"One-Way Stop" sign, stopping West Schubert Avenue for North Kilbourn Avenue (93-0355);
31	"Two-Way Stop" signs, stopping North Kilpatrick Avenue for West Parker Avenue (93-0361);

Ward	Type Of Sign/Signal And Location
31	"One-Way Stop" sign, stopping West Montana Avenue for North Kilbourn Avenue (93-0352);
31	"Two-Way Stop" signs, stopping North Kolmar Avenue for West Wellington Avenue (93-0351);
40	"One-Way Stop" sign, stopping West Norwood Street for North Ravenswood Avenue (93-0198);
41	"Two-Way Stop" signs, stopping North Octavia Avenue for West Lunt Avenue (93-0347);
42	"All-Way Stop" signs, North Fremont Street and West Weed Street (93-0471);
44	"One-Way Stop" sign, stopping West Surf Street for west leg of North Pine Grove Avenue (93-0344);
45	"Two-Way Stop" signs, stopping east and westbound traffic on West Montrose Avenue at North Linder Avenue;
47	"All-Way Stop" signs, North Leavitt Street and West Cuyler Avenue (93-0104);
47	"All-Way Stop" signs, North Hermitage Avenue and West Waveland Avenue (93-0283).

Erection Of "U-Turn Permitted" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to erect "U-Turn Permitted" signs on the following street:

Ward	Location
1	Southbound traffic on South Canal Street (exiting the Eisenhower Expressway) at West Harrison Street -- "U-Turn Permitted" (93-0411).

SECTION 2. These signs shall be installed and be in force hereinafter passage and publication of this ordinance.

Erection Of "No Cruising Zone" Signs.

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

SECTION 1. Pursuant to Section 9-80-213 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as no cruising zones and further pursuant to said section, the Commissioner of Public Works shall authorize the erection of "No Cruising Zone" signs at the beginning and end of the public ways determined as such:

Ward	Location
42	North State Street (both sides) from East Grand Avenue to East Ontario Street;
	North Clark Street (both sides) from West Grand Avenue to West Ontario Street;
	North Dearborn Street (both sides) from West Grand Avenue to West Ontario Street;

Ward

Location

North LaSalle Boulevard (both sides) from West Grand Avenue to West Ontario Street;

West Grand Avenue (both sides) from North LaSalle Boulevard to North State Street;

West Ohio Street (both sides) from North LaSalle Boulevard to North State Street;

West Ontario Street (both sides) from North LaSalle Boulevard to North State Street (93-0577).

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

**CLOSE TO TRAFFIC PORTIONS OF SPECIFIED
PUBLIC WAYS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 22, 1993) proposed ordinances to close to vehicular traffic portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Pursuant to Title 9, Chapter 12, Section 040 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as "Close to Traffic" areas, as indicated:

Ward	Location
16	South Morgan Street, in the 5100 block and West 52nd Street, from South Morgan Street to South Carpenter Street -- close to traffic -- 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:30 P.M. -- all school days, provided school is responsible for traffic control devices and provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with (93-0452);

Ward	Location
16	South Throop Street, in the 5800 block and South Elizabeth Street, in the 5800 block -- close to traffic -- 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. -- all school days, provided school is responsible for traffic control devices and provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with (93-0389).

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

ESTABLISHMENT OF WEIGHT LIMITATION ON
PORTION OF WEST 37TH STREET.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 10, 1993) a proposed ordinance to establish the allowable weight limit of trucks and commercial vehicles on portion of West 37th Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Pursuant to Title 9, Chapter 72, Section 030 of the Municipal Code of the City of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public way between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Ward	Location And Limit
11	West 37th Street, from South Halsted Street to South Sangamon Street -- five tons (93-0162).

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

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report

recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Laurino moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (September 16, November 6, 24, December 21, 1992, January 12, February 10, March 26 and April 22, 1993) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

Ward	Location
1	At 1307 South Wabash Avenue (93-0140);

Ward	Location
4	At 4556 South Ellis Avenue;
5	At 7306 South University Avenue;
6	At 7704 South Greenwood Avenue;
7	At 7734 South Phillips Avenue;
8	At 7712 South Cregier Avenue;
8	At 7829 South Jeffery Boulevard -- no parking -- 7:00 A.M. to 9:00 A.M.;
10	At 2945 East 91st Street;
11	At 2415 -- 2417 West 46th Place;
13	At 3401 West 59th Place;
14	At 4727 South Paulina Street;
15	At 6353 South Hermitage Avenue;
15	At 6445 South Troy Street;
16	At 6351 South Justine Street;
17	At 458 West 80th Street;
20	At 6531 South Vernon Avenue;
21	At 1721 West 91st Place;
21	At 9023 South Laflin Street;
21	At 9514 South Normal Avenue;
21	At 11408 South Throop Street;
23	At 4743 South Kedvale Avenue;
24	At 1529 South St. Louis Avenue;
26	At 2333 North Karlov Avenue;

Ward	Location
26	At 1628 North Talman Avenue (93-0456);
28	At 4930 West Washington Boulevard;
28	At 4721 West Arthington Street;
29	At 1505 North Austin Boulevard;
30	At 1721 North Keating Avenue;
31	At 1914 North Spaulding Avenue;
31	At 2239 North Laporte Avenue;
31	At 4528 West Parker Avenue;
31	At 814 North Springfield Avenue;
33	At 2416 North California Avenue;
33	At 2149 North Talman Avenue (93-0318);
33	At 2150 North Rockwell Street (93-0319);
33	At 4500 North Sawyer Avenue;
34	At 10408 South Green Street;
36	At 7532 West Belmont Avenue;
36	At 6327 West Grand Avenue (93-0317);
37	At 1054 North Kedvale Avenue;
37	At 5038 West Ohio Street;
38	At 4823 West Grace Street;
38	At 3327 North Lamon Avenue;

Ward	Location
38	At 6320 West Patterson Avenue;
39	At 4037 North Hamlin Avenue;
40	At 6205 North Hermitage Avenue;
41	At 8711 West Catherine Avenue;
45	At 5364 North Central Avenue (93-0434).

Loading Zones:

Ward	Location
1	At 33 West Monroe Street -- at all times (93-0131);
1	At 1075 West Taylor Street -- at all times (93-0413);
27	At 1640 West Hubbard Street -- 8:00 A.M. to 3:00 P.M. -- Monday through Friday (93-2693);
28	At North Kildare Avenue (alongside 4655 West Lake Street in front of dock) -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (93-0457);
32	At 2450 North Greenview Avenue (alongside 1512 -- 1520 West Altgeld Street) -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (93-0463);
32	At 1361 North Ashland Avenue -- 6:00 A.M. to 6:00 P.M. (93-0125);
35	At 3025 North Milwaukee Avenue -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (93-0122);

Ward	Location
35	At 3377 North Milwaukee Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (93-0123);
38	At 5715 West Irving Park Road -- at all times (93-0418);
42	At 109 West North Avenue -- 15 minutes -- 8:00 A.M. to 6:00 P.M. -- daily (93-0444);
42	At 1555 North Sheffield Avenue -- at all times (93-0300);
44	At 714 -- 716 West Diversey Parkway -- 11:00 A.M. to 12:00 Midnight (93-0207);
48	At 4806 North Broadway -- 9:00 A.M. to 2:00 A.M. -- Sunday through Saturday (93-0428);
50	North Francisco Avenue (west side) from a point 55 feet north of West Devon Avenue, to a point 25 feet north thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (93-0306).

Residential Permit Parking:

Ward	Location
38	In the 5500 block of West Cullom Avenue (both sides) -- at all times.

Weight Limitations:

Ward	Location
31	North Kostner Avenue, from West Fullerton Avenue to West Belmont Avenue -- five tons (93-0462);
40	West Balmoral Avenue, from North Hoyne Avenue to North Bowmanville Avenue -- five tons (93-0244).

Speed Limitations:

Ward	Location
31	North Kenton Avenue (east embankment) from West Fullerton Avenue to West Belmont Avenue -- 20 miles per hour (93-0464);
36	West Diversey Avenue, from North Austin Avenue to North Narragansett Avenue -- 20 miles per hour (93-0419).

Traffic Warning Signs:

Ward	Location
9	North/southbound traffic on South Wabash Avenue, at East 107th Street -- "Stop" sign (2-1107);
9	North/southbound traffic at East 132nd Street and South Indiana Avenue -- "Two-Way Stop" signs (92-1111);

Ward	Location
10	Northbound traffic on South Jeffery Avenue, at East 95th Street -- "Left Turn Arrow" (93-0340);
12	West 18th Street and South Fairfield Avenue -- "All-Way Stop" signs (93-0009);
12	West 31st Street and South Kedzie Avenue -- "Left Turn Arrow" to existing controls (93-0153);
15	West 53rd Street and South Loomis Street -- "Stop" sign (92-1179);
17	Southwest corner of West 7th Street and South Vincennes Avenue for eastbound traffic -- no turn on red light signal (91-0116);
31	West Barry Avenue at North Kenton Avenue -- "Stop" sign (93-0358);
39	West Peterson Avenue, for traffic at North Central Park Avenue -- "Left Turn Bay" (93-0249);
46	Southbound traffic on North Dover Street, at West Sunnyside Avenue -- "Stop" sign (93-0201);
47	1700 West Cullom Avenue, at the alley between North Hermitage Avenue and North Ravenswood Avenue -- "Stop" sign (93-0202).

Service Drive/Diagonal Parking:

Ward	Location
6	East 74th Street (north side) alongside of 7358 South Cottage Grove Avenue, from South Cottage Grove Avenue to a point within 50 feet of the first alley west thereof (93-0399).

Do Not Enter Signs:

Ward	Location
36	Northwest/southwest corners of West Bloomingdale Avenue, at North Narragansett Avenue (93-0333).

Parking Meter:

Ward	Location
4	At 1518 East 53rd Street -- two meters (93-0227).

Traffic Lane Tow-Away Zones:

Ward	Location
1	At South Oakley Boulevard, from West Taylor Street (92-0422);

Ward	Location
39	At West Peterson Avenue (both sides) at all four corners of the intersection of North Drake Avenue -- at all times (93-0236);
42	At 1531 North Dearborn Parkway -- tow-away zone (except for handicapped) (93-1042);
42	At North Dearborn Street (southeast corner of Dearborn Street and Illinois Street) -- at all times (93-0331);
42	At 1309 North Wells Street -- at all times (91-0387);
44	At 3155 North Kenmore Avenue -- at all times (93-0163).

Amend Parking Prohibited At All Times:

Ward	Location
11	Removal of 3722 South Wood Street -- handicapped.

Amend Parking Limited During Specified Hours:

Ward	Location
47	Amend ordinance by striking: "4419 North Ravenswood Avenue -- one hour" (93-0172).

Amend Loading Zone:

Ward	Location
49	Amend ordinance by striking: "1536" -- no such ordinance exists, signs will be removed (93-0314).

Amend Parking Meters:

Ward	Location
1	Removal of meters located at 19 East Balbo Avenue -- Meter Nos. 6856/2530/2421/6857/6816 and 6849;
1	Removal of meters located at 323 East Wacker Drive -- refer to Committee on Traffic Control and Safety (93-0422)(93-0394);
1	Removal of meters located at 3050 West 43rd Street -- Meter Nos. 7459 and 15160 -- no city council action necessary for removal of parking meters necessitated as part of parking prohibition established by previous ordinance (93-0308).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON TRANSPORTATION AND
PUBLIC WAY.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on June 23, 1993) for grants of privilege in the public way.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

The American Legion, Clearing Post 600.

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

SECTION 1. Permission and authority are hereby given and granted to The American Legion, Clearing Post 600, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a flagpole in the public right-of-way adjacent to the premises known as 4352 West 63rd Street. Said flagpole shall measure eight (8) inches in length, eight (8) inches in width, and shall be twenty-five (25) feet in height and shall be installed at a depth of approximately three (3) feet underground. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Twenty-five and no/100 Dollars (\$25.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon

termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities,

judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on
page 35616 of this Journal.]

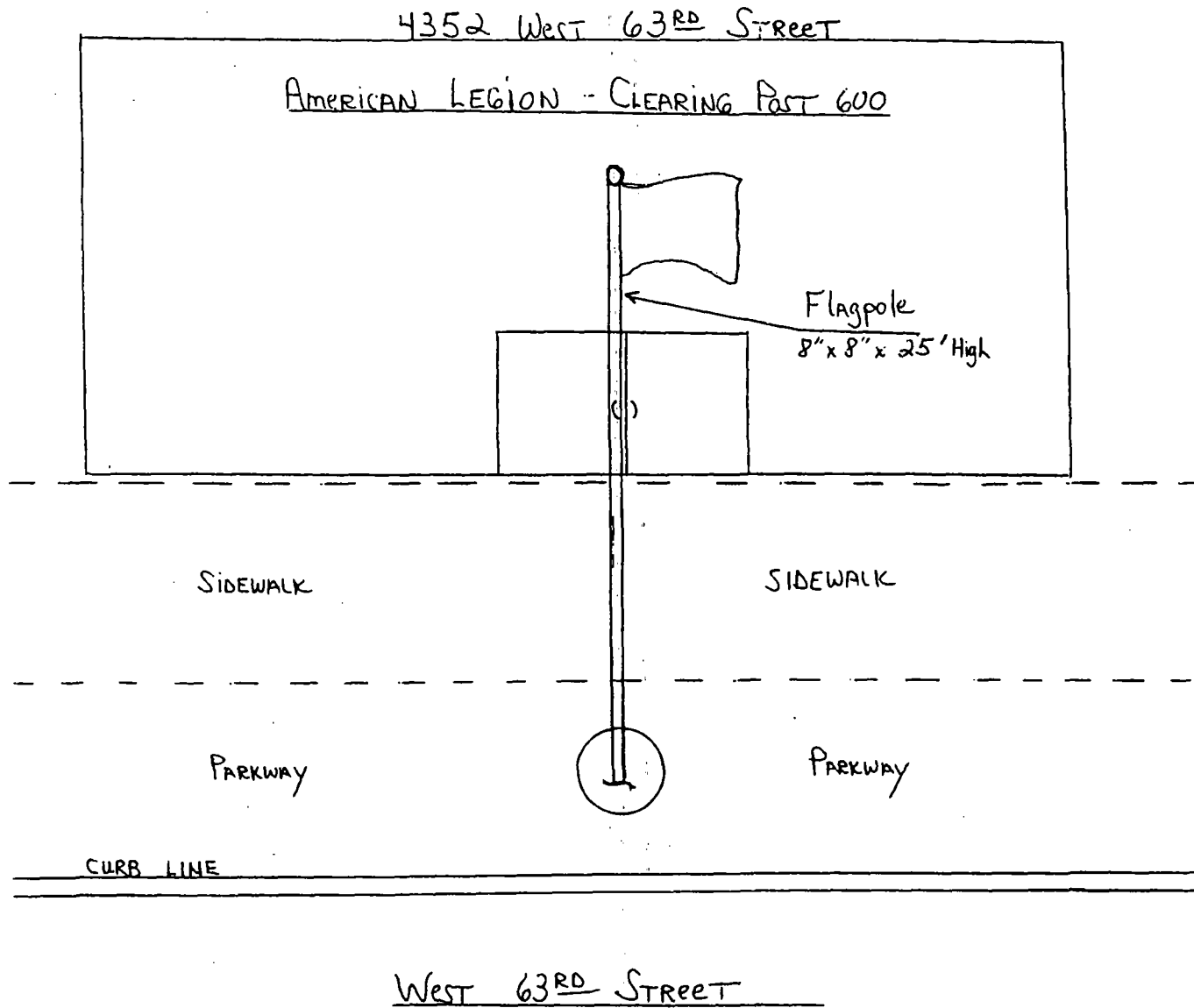
Fleming Sales Company, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Fleming Sales Company, Inc., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use vaulted sidewalk space under the public way adjacent to its premises located at 622 -- 630 West Randolph Street and described as follows: under and along West Randolph Street said

(Continued on page 35617)

Ordinance associated with this drawing printed on pages 35613 through 35615 of this Journal.



(Continued from page 35615)

vault shall run a total length of seventy-six point five (76.5) feet, at a width of sixteen (16) feet, and at a depth of nine (9) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after February 25, 1993.

The location of said privilege shall be as shown on prints hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Eighty-six and no/100 Dollars (\$586.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of

this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on page 35620 of this Journal.]

Madison Associates, And Block MDC, Inc.

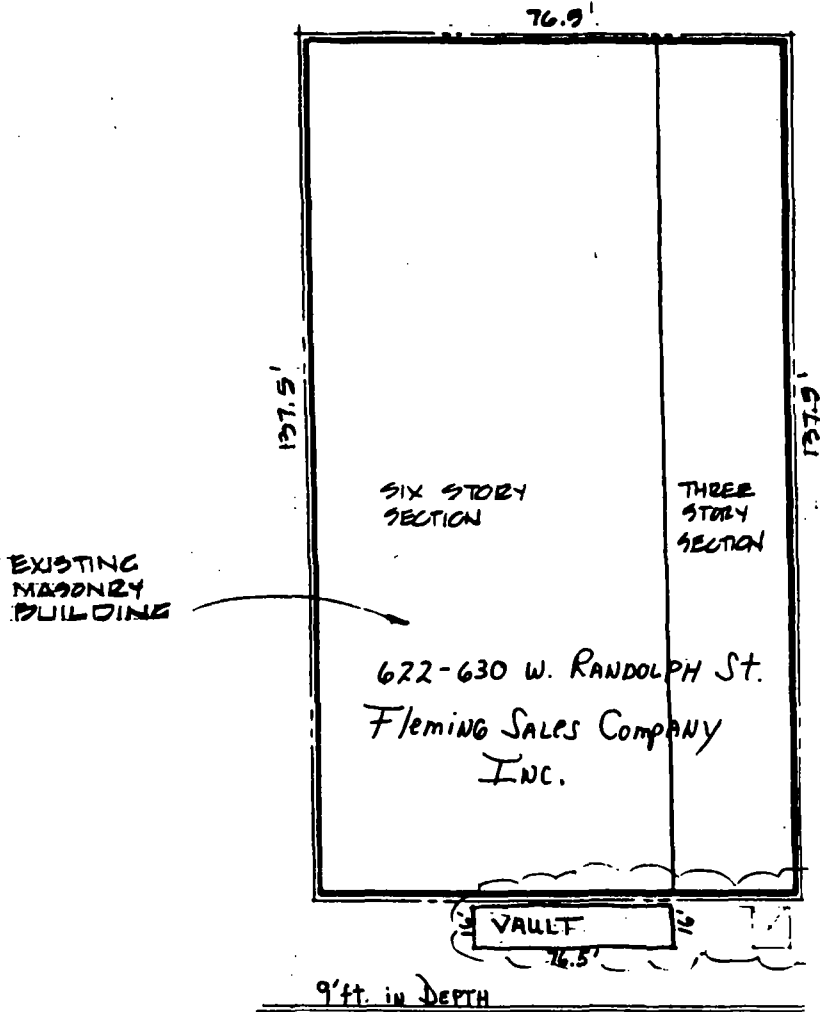
Be It Ordained By the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Madison Associates, a Texas partnership and Block MDC, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use various privileges in the public way adjacent to the premises located at Three First National Plaza and described as follows:

Subway Connection -- to the existing Dearborn Street Subway Station, dimensions are approximately thirty-nine (39) feet in length and fifteen (15) feet in width. The location of said entrance is under West Calhoun Place at a point approximately fifty-two (52) feet west of the west line of North Dearborn Street. Depth of space will vary approximately from fourteen (14) feet to twenty (20) feet from street grade, with the highest point being one (1) foot from street grade.

(Continued on page 35621)

Ordinance associated with this drawing printed on pages 35615 through 35619 of this Journal.



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WEST RANDOLPH STREET



SITE PLAN

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(Continued from page 35619)

Bay Windows -- thirty-two (32) bay windows with an average projection of approximately one and a half feet from the building line and shall average approximately ten (10) feet in length. Said bay windows shall begin at an elevation of approximately thirty (30) feet above sidewalk grade and continue through the fifty-seventh (57th) floor. Eleven (11) bay windows shall be located on the North Clark Street facade of the building, eight bay windows shall be located on the West Madison Street facade of the building, four (4) bay windows shall be located on the North Dearborn Street facade of the building and the remaining nine (9) bay windows shall be located on the West Calhoun Place facade of the building.

Bridge -- a two-story enclosed pedestrian bridge, approximately seventy-five (75) feet in length, fifteen (15) feet in width, and sixteen (16) feet in height with lowest portion of bridge at an elevation of approximately sixteen (16) feet above the street grade of West Madison Street with ground clearance signs visibly posted. Bridge is located over and across the seventy-five (75) foot right-of-way of West Madison Street at a point on the north side of West Madison Street approximately seventy (70) feet east of the east line of North Clark Street connecting Three First National Plaza building with One First National Plaza building.

Canopy -- over the right-of-way in West Madison Street, approximately one hundred forty-five (145) feet in length and five (5) feet in width.

Vaults Under West Madison Street --The vaulted area to be used for parking shall be approximately three hundred twenty-one point six (321.6) feet in length, twelve point five (12.5) feet in width, or approximately four thousand twenty (4,020) square feet of space.

Vaults Under North Clark Street -- The vaulted area to be used for parking and as a transformer vault shall be approximately one hundred fifty point nine (150.9) feet in length, twelve point five (12.5) feet in width, or approximately one thousand eight hundred eighty-six (1,886) square feet of space. Authority herein granted for a period of five (5) years from and after September 13, 1993.

The location of said privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privileges and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The

grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privileges herein granted the sum of Seventeen Thousand One Hundred Thirty-six and no/100 Dollars (\$17,136.00) per annum, in advance. In case of termination of the privileges herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all

such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for these privileges, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privileges. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawings attached to this ordinance printed on pages 35625 through 35626 of this Journal.]

Sara Creek Property Company B.V.

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

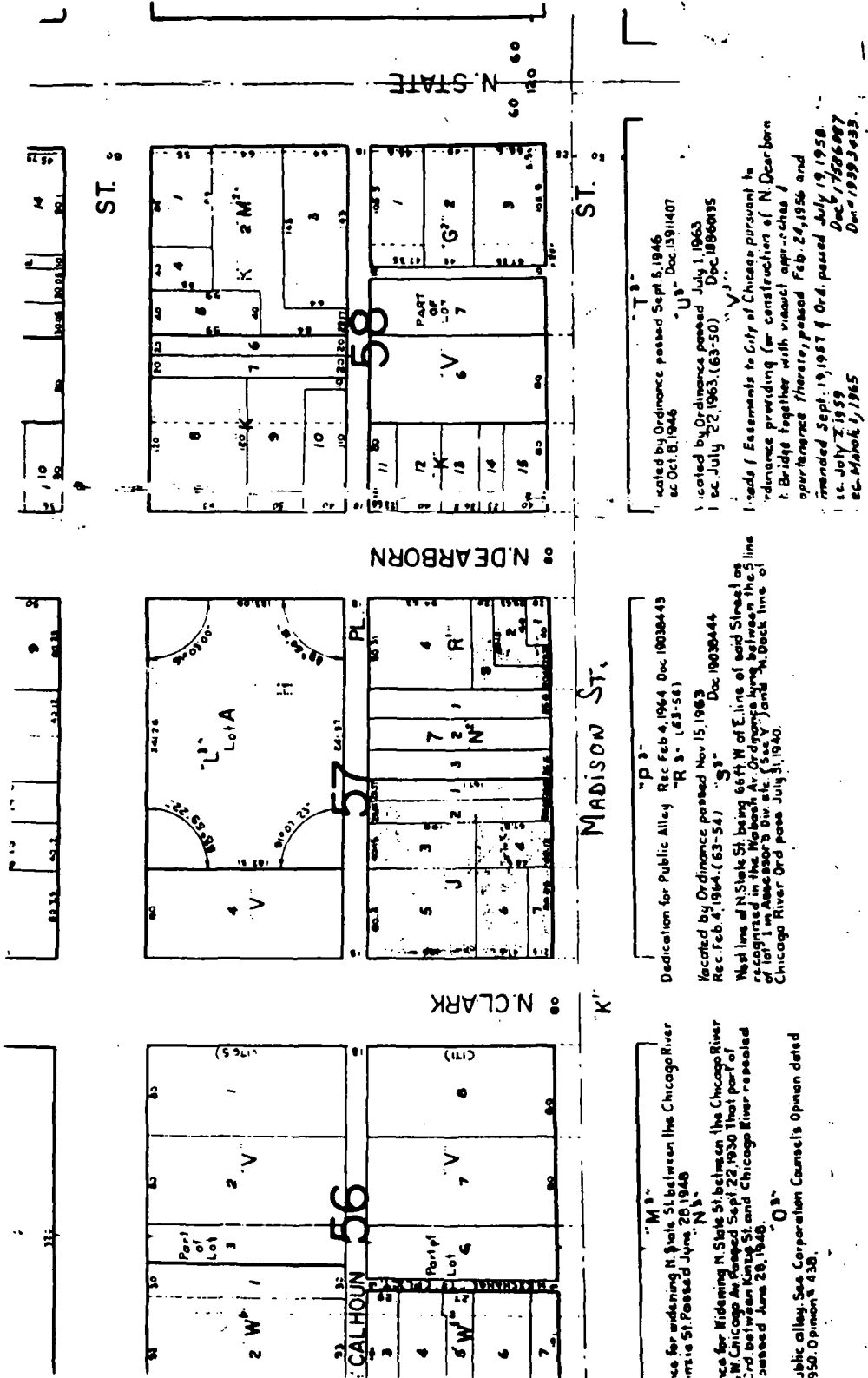
SECTION 1. Permission and authority are hereby given and granted to Sara Creek Property Company B.V., upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted sidewalk space adjacent to its property located at 332 South Michigan Avenue and described as follows: under and along South Michigan Avenue, said vaulted space shall run for a total distance of one hundred ninety-two (192) feet and at a depth of twenty-four (24) feet; under and along East Van Buren Street, said vaulted space shall run for a total distance of one hundred sixty (160) feet and at a depth of twelve (12) feet. Said vaulted areas shall exist by authority herein granted for a period of five (5) years from and after June 28, 1993.

The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Four Hundred Forty-eight and no/100 Dollars (\$8,448.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions

(Continued on page 35627)

Ordinance associated with this drawing printed on pages 35621 through 35624 of this Journal.



(Continued from page 35624)

hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance

evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

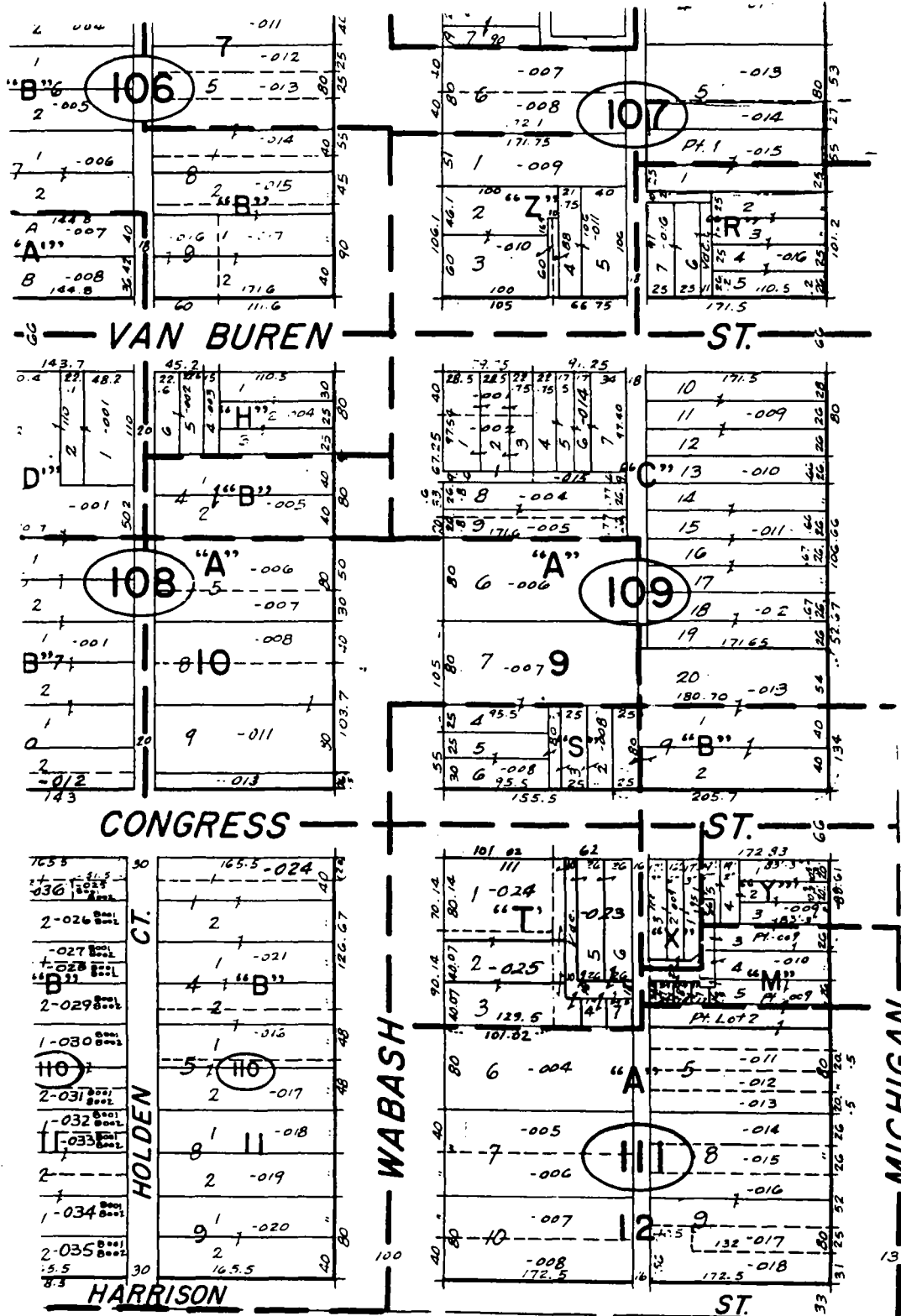
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawings attached to this ordinance printed on pages 35629 through 35630 of this Journal.]

Ordinance associated with this drawing printed on pages 35624 through 35628 of this Journal.



The University Of Chicago.
(5604 -- 5620 South Ellis Avenue)

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) steam tunnels used to service the Accelerator Building located at 5604 -- 5620 South Ellis Avenue, described as follows:

Tunnel Number 1 -- Dimensions are approximately five (5) feet, four (4) inches in width, and six (6) feet, eight (8) inches in height, beginning at a depth underneath the sidewalk approximately one (1) foot, five (5) inches on the west side of South Ellis Avenue from a point two hundred eighty (280) feet south of the south line of East 56th Street.

Tunnel Number 2 -- Dimensions are approximately eleven (11) feet in width and nine (9) feet, eight (8) inches in height, beginning at a depth underneath the sidewalk approximately one (1) foot, five (5) inches, running east from the Accelerator Building to a point two (2) feet west of the west curb line of South Ellis Avenue, located at the north end of the above mentioned north/south tunnel.

Authority is herein given and granted for a period of five (5) years from and after June 11, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of

Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The

Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawing attached to this ordinance printed on
page 35634 of this Journal.]

The University Of Chicago.
(950 East 58th Street)

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a pedestrian tunnel. Said tunnel to have inside dimensions of eight (8) feet in height and (8) feet in width; outside dimensions of ten (10) feet in height and ten (10) feet in width. Said tunnel is to be sixty-six (66) feet long, under and across East 58th Street, from a distance of 298.09 feet east of the east property line of South Drexel Avenue adjoining the premises commonly known as 950 East 58th Street. Said privilege to exist by authority herein granted for a period of five (5) years from and after June 28, 1993.

The location of said privilege shall be as shown on prints hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the

structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or

employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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

[Drawings attached to this ordinance printed on
pages 35638 through 35640 of this Journal.]

**AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO PLANET
HOLLYWOOD CHICAGO, INC.**

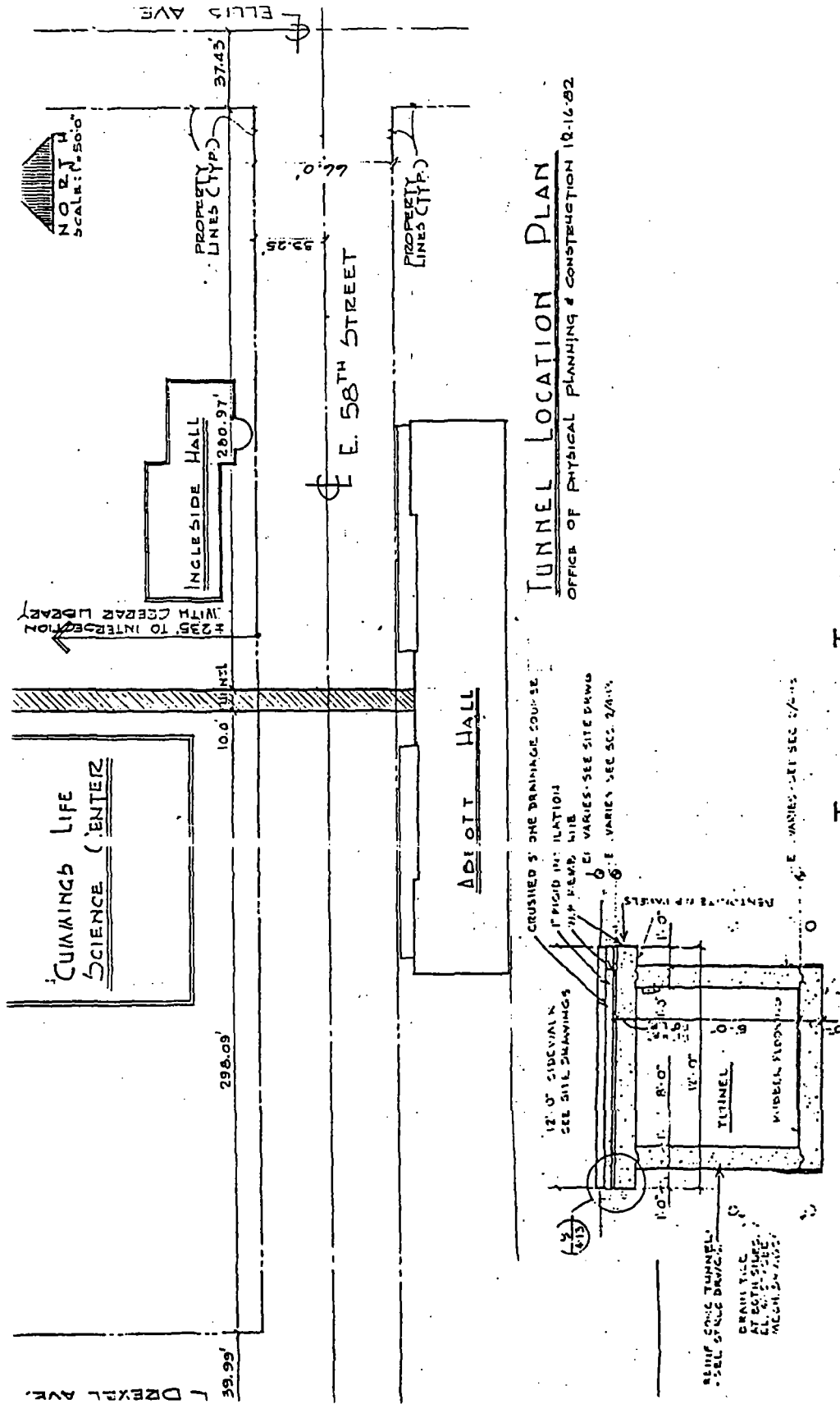
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

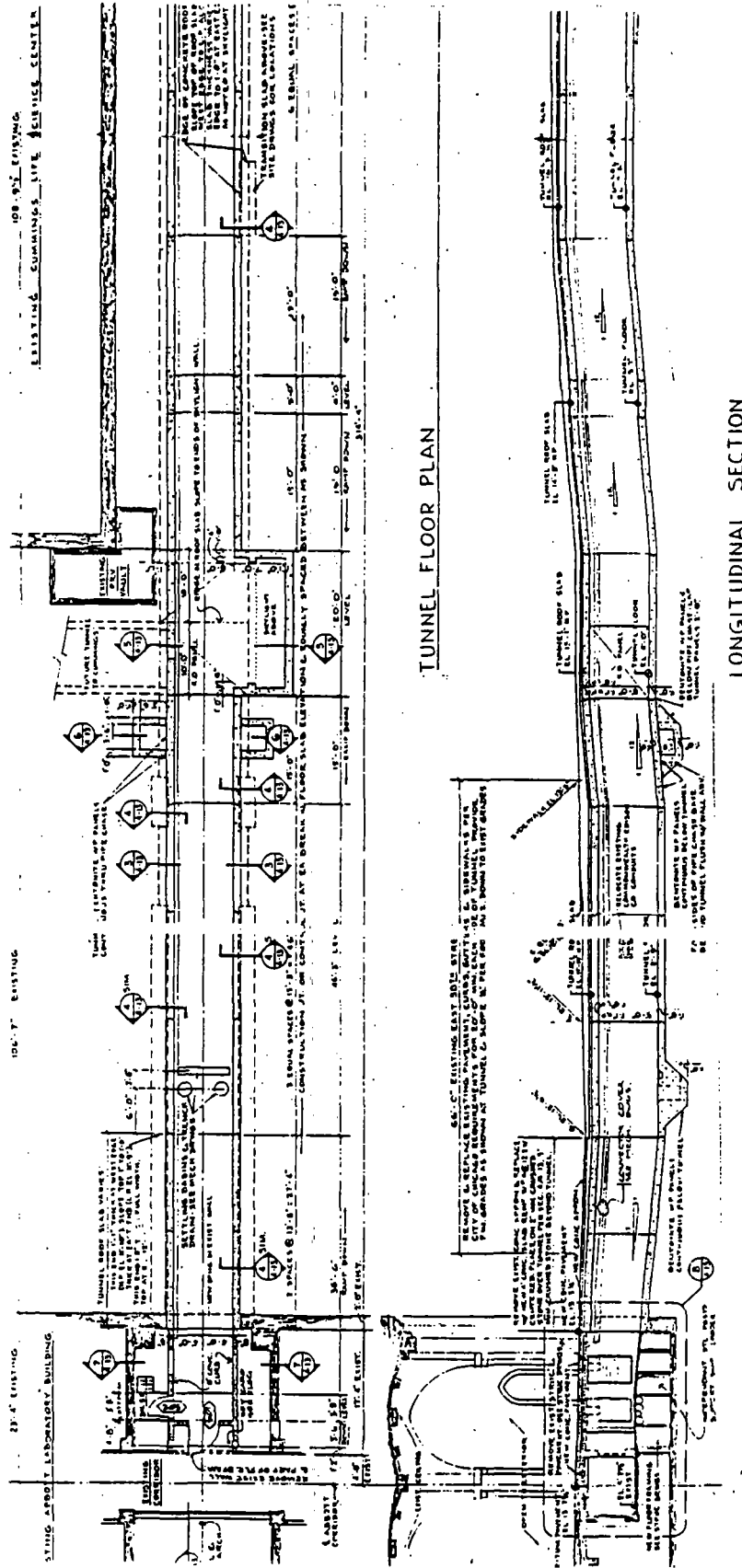
To the President and Members of the City Council:

(Continued on page 35641)

Ordinance associated with this drawing printed on pages 35635 through 35637 of this Journal.



Ordinance associated with this drawing printed on pages 35635 through 35637 of this Journal.



(Continued from page 35637)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance to amend an ordinance passed September 16, 1992 changing the dimensions and compensation for a grant of privilege for Planet Hollywood Chicago, Inc.. This ordinance was referred to the committee on June 23, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Section 1 of the ordinance approved by the City Council on September 16, 1992 and printed in the Council Journal of Proceedings on pages 21251 through 21255 is hereby amended by deleting and inserting the following language for Planet Hollywood Chicago, Inc.:

Section 1.

- A. By deleting: "one (1) foot in width"
And inserting: "two (2) feet, four (4) inches in width"
- B. By deleting: "seven (7) feet in width"
And inserting: "thirteen (13) feet, nine (9) inches in width"
- C. By deleting: "eleven (11) feet in width"
And inserting: "twelve (12) feet in width"
- D. By deleting: "ten (10) feet above ground level"
And inserting: "twelve (12) above ground level".

Section 2.

By deleting:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Ninety-four and no/100 Dollars (\$5,094.00) per annum, in advance"

and inserting:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Seven Hundred Sixty-seven and no/100 Dollars (\$5,767.00) per annum, in advance".

Authority herein given and granted shall be for a period of (5) years from and after the date of passage of this amended ordinance.

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

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on June 23, 1993) to construct, maintain and use sundry canopies by various establishments.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

*Bistro Restaurant Ltd. (Doing Business As
Bistro 110): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Bistro Restaurant Ltd., doing business as Bistro 110 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 110 East Pearson Street for a period of three (3) years from and after July 11, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-six (36) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars (\$61.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

DePaul University: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to DePaul University ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 333 South State Street for a period of three (3) years from and after date of

passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Granville Liquor: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Granville Liquor ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1100 West Granville Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-three (23) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Ishtar Inn Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ishtar Inn Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 615 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length, nor eleven (11) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Lincoln National Bank: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lincoln National Bank ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 3959 North Lincoln Avenue for a period of three (3) years from and after June 11, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at forty-three (43) feet, respectively, in length nor two (2) at ten (10) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirty-six and no/100 Dollars (\$136.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Mr. Peter Stachiw (Doing Business As
Midwest Foods): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Peter Stachiw, doing business as Midwest Foods ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 941 North Western Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Plaza On Dewitt Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Plaza on Dewitt Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 248 -- 262 East Chestnut Street for a period of three (3) years from and after July 9, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one (31) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars (\$56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Royalty Banquet Hall: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Royalty Banquet Hall ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3810 West 63rd Street for a period of three (3) years from and after March 31, 1993 in accordance with the ordinances of the City of Chicago and the plans

and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

**AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS FOR SIDEWALK CAFES.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on June 23, 1993) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

*Avenue Food Corporation (Doing Business As
Avenue Cafe And Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Avenue Food Corporation, doing business as Avenue Cafe and Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 701 North Michigan Avenue. Said sidewalk cafe area shall be twenty-three (23) feet in length and eight (8) feet in width, for a total of one hundred eighty-four (184) square feet and shall begin eleven (11) feet, eight (8) inches from the face of the curb line along East Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 7:00 P.M.

Compensation: \$332.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Ripple 1471, Incorporated (Doing Business As
Holiday Club).*

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

SECTION 1. Permission and authority are hereby given and granted to Ripple 1471, Incorporated, doing business as Holiday Club upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1471 North Milwaukee Avenue. Said sidewalk cafe area shall be sixty (60) feet in length and six (6) feet in width, for a total of three hundred sixty (360) square feet and shall begin eight (8) feet from the face of the curb line along North Honore Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the

Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Rosie's, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Rosie's, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 106 West Quincy Court. Said sidewalk cafe area shall be forty (40) feet in length and five (5) feet in width, for a total of two hundred (200) square feet and shall begin eight (8) feet from the face of the curb line along West Quincy Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 3:00 P.M.

Compensation: \$300.00/Seating: 20.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair,

maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Matt Schulien And Sons, Inc. (Doing Business
As Schulien's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Matt Schulien and Sons, Inc., doing business as Schulien's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2100 West Irving Park Road. Said sidewalk cafe area shall be ninety-six (96) feet in length and four (4) feet, six (6) inches in width, for a total of four hundred thirty-two (432) square feet and shall begin six (6) feet, six (6) inches from the face of the building line along North Hoyne Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 40.

Authority for the above named privilege is herein given and granted from and after April 1, 1993 through, and including, November 1, 1993.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and

restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance,

or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS TO
WALGREEN COMPANY FOR USE OF PUBLIC WAY
ADJACENT TO 757 NORTH MICHIGAN
AVENUE FOR BEAUTIFICATION
PURPOSES.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on June 23, 1993) for a grant of privilege in the public way to The Walgreen Company to install for beautification purposes, trees, flowers and shrubs in two (2) planting box areas in the public right-of-way. Said boxes shall each measure sixty-two (62) feet in length and twelve (12) feet in width for a total of one thousand four hundred eighty-eight (1,488) square feet of space. Said areas to be landscaped shall be located adjacent to the premises known as 757 North Michigan Avenue.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to The Walgreen Company, to install for beautification purposes trees, flowers and shrubs in two (2) planting box areas in the public right-of-way.

Said two (2) planting box areas shall each measure sixty-two (62) feet in length and twelve (12) feet in width for a total of one thousand four hundred eighty-eight (1,488) square feet of space.

Said areas to be landscaped shall be located along North Michigan Avenue and East Chicago Avenue, adjacent to the premises known as 757 North Michigan Avenue, as shown on prints hereto attached.

Said permission shall be subject to the approval of plans, without fees and without compensation, and with conditions that the adjacent property owners shall assume responsibility for the maintenance of said planting areas and snow removal, and shall insure, save and hold harmless the City of Chicago from all liability upon the terms and subject to the terms and conditions of said attached ordinance.

Ordinance attached to this order reads as follows:

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

SECTION 1. The location of said privileges shall be as shown on prints hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$-0-) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as additional insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save

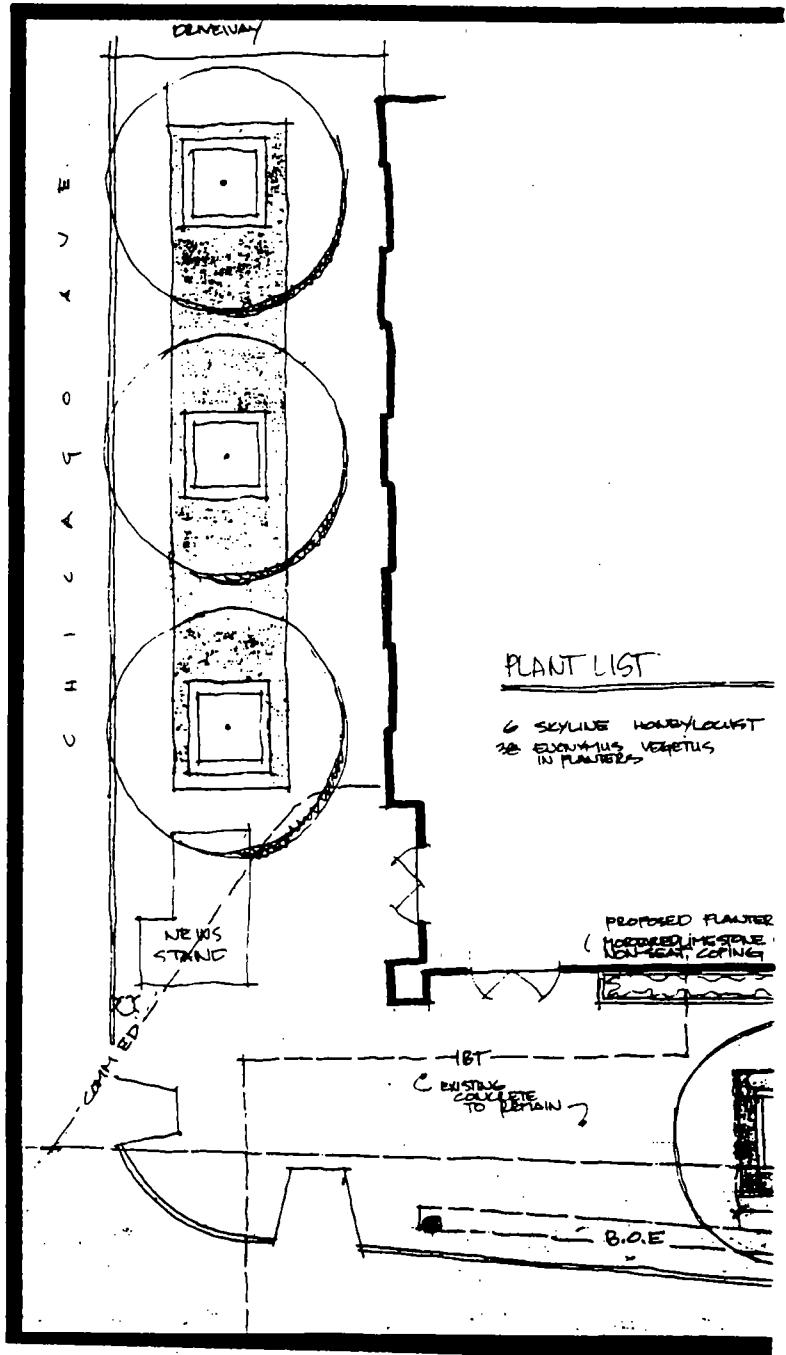
harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

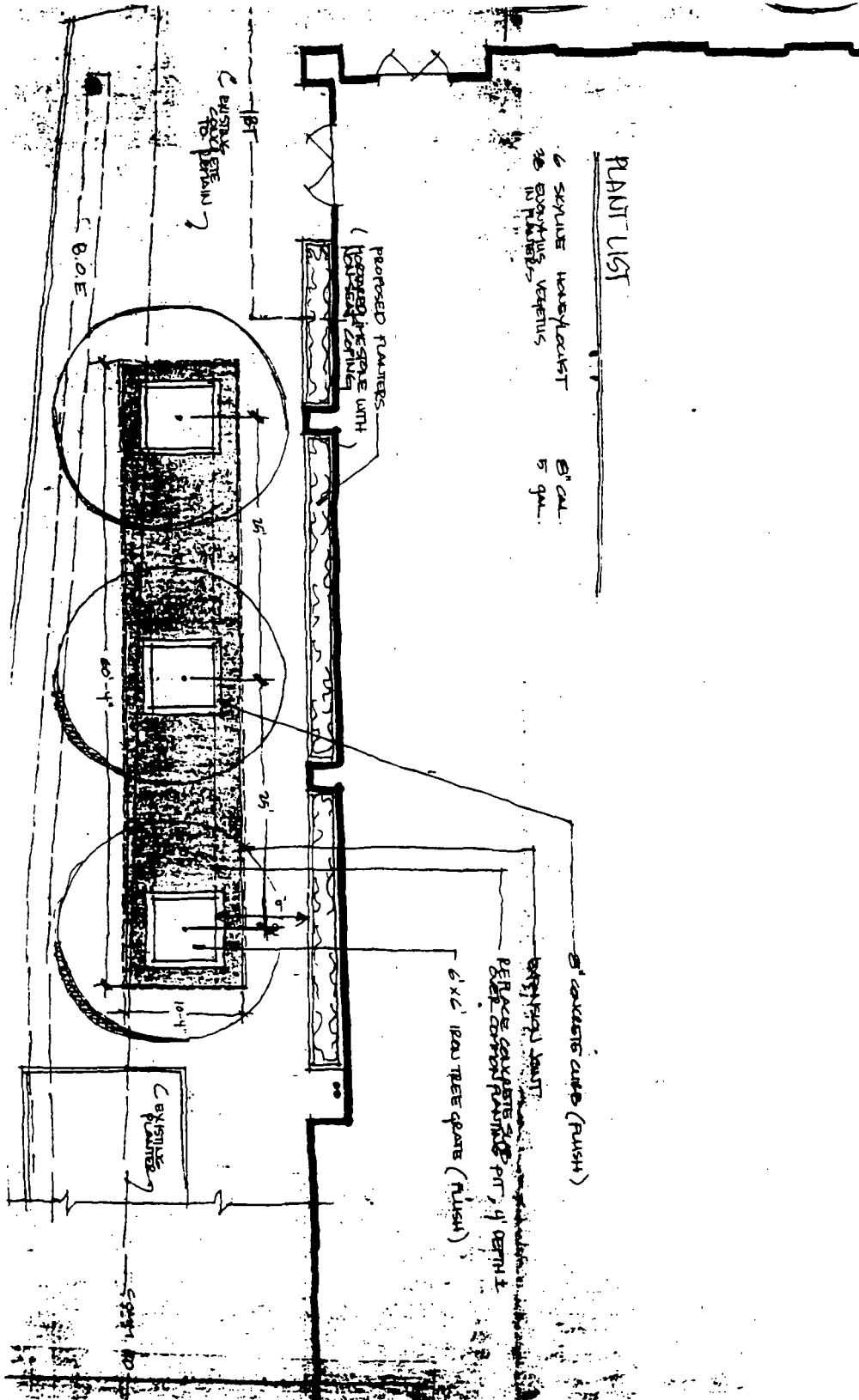
SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings attached to this ordinance printed on pages 35666 through 35667 of this Journal.]

Ordinance associated with this drawing printed on pages 35663 through 35665 of this Journal.



Ordinance associated with this drawing printed on pages 35663 through 35666 of this Journal.



PLANT LIST

- 6 SQUARE MONSIEURIST
- 20 EXISTING VEGETUS
- 5' dia.
- 5' dia.

VACATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK
BOUNDED BY SOUTH STATE STREET, SOUTH
WABASH AVENUE, EAST 8TH STREET
AND EAST 9TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance vacating all of the first north/south 10 foot public alley east of South State Street and all of the east/west 10 foot public alley in the block bounded by South State Street, South Wabash Avenue, East 8th Street and East 9th Street. This ordinance was referred to the committee on July 23, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north/south 10 foot public alley and the east/west 10 foot public alley lying east of the east line of Lots 1 to 6, both inclusive; lying west and northwest of the west and northwest lines of Lot 7; lying north of the north line of Lots 7 and 8 and north of the line drawn from the southeast corner of Lot 6 to the southwest corner of Lot 7; lying south of the eastwardly extension of the north line of Lot 1; and lying west of the northwardly extension of the east line of the Lot 8; all in E. Smith's Subdivision of Lot 10 and three-quarters of Lot 7 in Block 18 of Fractional Section 15 Addition to Chicago in Township 39 North, Range 14, East of the Third Principal Meridian; said public alleys herein vacated being further described as all of the first north/south 10 foot public alley east of South State Street and all of the east/west 10 foot public alley in the block bounded by East 8th Street, East 9th Street, South State Street and South Wabash Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, under Trust Number 110552 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated, the sum of Seventy-one Thousand One Hundred Dollars (\$71,100.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the north/south 10 foot public alley hereby vacated, similar to the sidewalk and curb in East 9th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, under Trust Number 110552 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 35671 of this Journal.]

**VACATION OF PORTION OF NORTH KILBOURN AVENUE
LYING SOUTH OF WEST PATTERSON AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance vacating the easterly 26 feet of North Kilbourn Avenue, lying between the center line of West Patterson Avenue, extended east and the eastwardly extension of the line approximately 167.3 feet south of and parallel with the south line of West Patterson Avenue, as measured on the westerly line of North Kilbourn Avenue. This ordinance was referred to the committee on July 9, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 35672)

Ordinance associated with this drawing printed on pages 35669 through 35670 of this Journal.

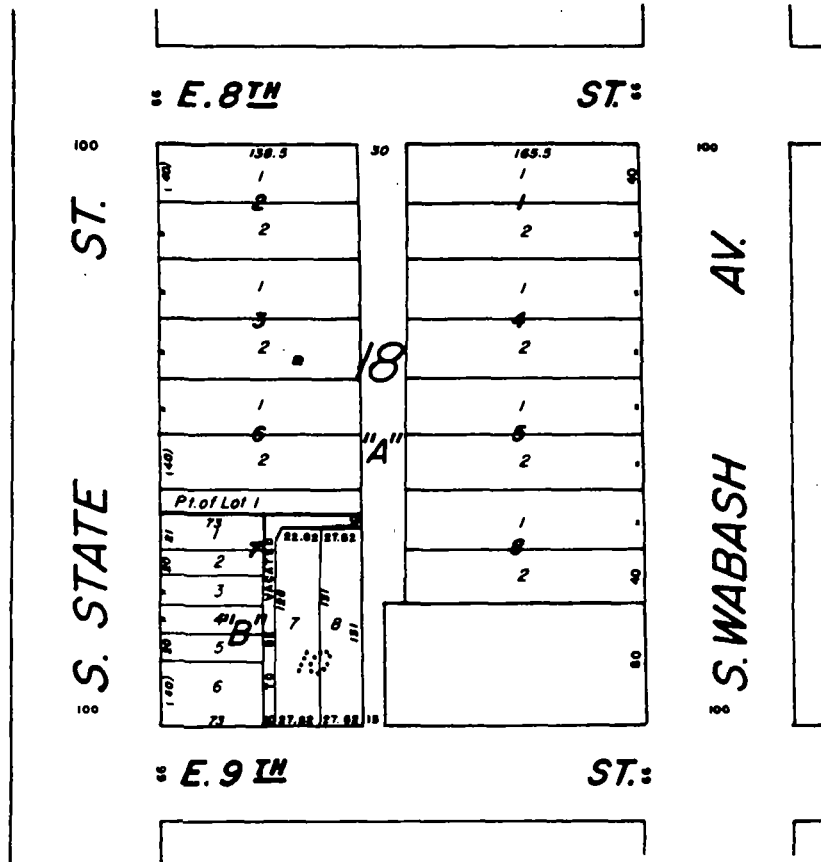
"A"

Canal Trustees Sub. of lots in Frac. Sec. 15 Add. to Chicago. Surveyed and Subdivided by the Board of Canal Commissioner's pursuant to Law in the Month of April year of 1836.

"B"

E. Smith's Sub. of lot 10 and 3/4 of lot 7 Blk. 18 of Frac. Sec. 15 Add. to Chicago etc. (See "A").

DR. No. 15-1-89-1439



(Continued from page 35670)

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truckloading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, Kora Industries, is a firm employing approximately 35 persons at 3612 North Kilbourn Avenue, Chicago, Illinois in the manufacture of metal stamping products for industry; and

WHEREAS, Kora Industries proposes to limit the use of North Kilbourn Avenue herein for purposes of parking, improved site security, and such other uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That part of North Kilbourn Avenue lying south of the eastwardly extension of the center line of West Patterson Avenue; lying north of the eastwardly extension of the south line of Lot 6; lying westerly of the westerly right-of-way line of the Northeast Illinois Regional Commuter Railroad Corporation (METRA) formerly the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; and lying easterly of a line 39 feet northeasterly of and parallel to the northeasterly line of Lots 1 to 6, both inclusive, and said northeasterly line of Lots 1 to 6 extended northwesterly, all in Block 4 in L. E. Crandell's Grayland Subdivision, being a resubdivision of Blocks 15 and 16, and subdivision of Block 17 of Grayland in the northwest quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian; said part of public street being further described as the easterly 27 feet of North Kilbourn Avenue lying between the center line of West Patterson Avenue extended east and the eastwardly extension of a line approximately 167.3 feet south of and parallel with the south line of West Patterson Avenue (as measured on the westerly line of North Kilbourn Avenue) as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such activities including the location of production, distribution and service facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and

assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank of Chicago, as Trustee, under Trust Number 36029 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 2 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 35675 of this Journal.]

**REMOVAL OF PAY TELEPHONES ON PUBLIC WAY AT
SPECIFIED LOCATIONS WITHIN FIRST WARD.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* two ordinances calling for the vendors to remove the public pay telephones on the public right-of-way located at specified locations within the 1st Ward. These ordinances were referred to the committee on June 23, 1993.

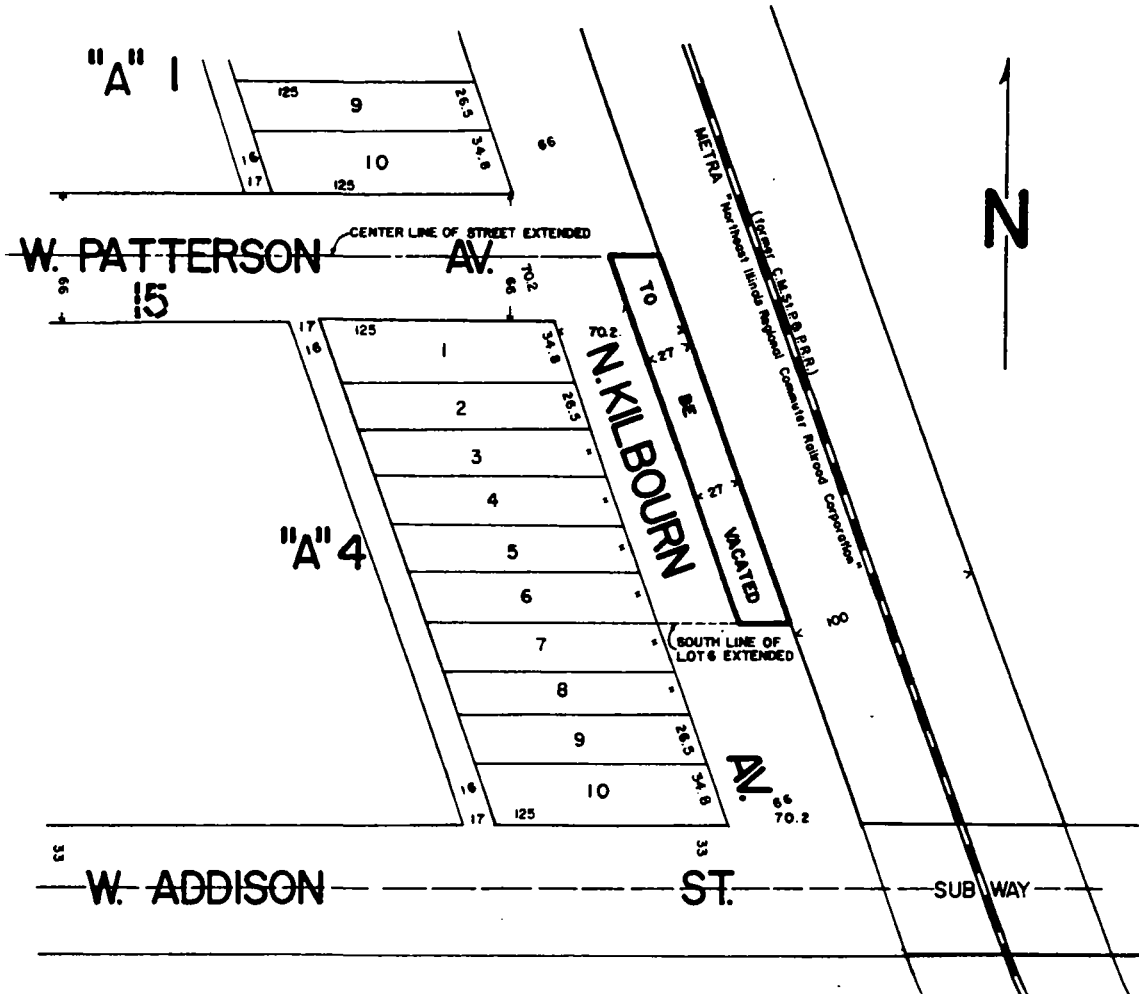
(Continued on page 35676)

Ordinance associated with this drawing printed on pages 35673 through 35674 of this Journal.

"A"

L. E. Crandell's Grayland Subdivision, Being a Resubdivision of Blocks 15 and 16, and Subdivision of Block 17 Grayland in the N.W. 1/4 of Sec. 22-40-13.

DR. NO. 22-35-92-1717



(Continued from page 35674)

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

1131 West Roosevelt Road.

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code, American Pay Telephone is hereby ordered to remove from the public way the pay telephone located at 1311 West Roosevelt Road. If American Pay Telephone fails or refuses to remove the telephone within 14 days after the delivery of this notice, the Director of Revenue is authorized to remove or cause the removal of the telephone.

SECTION 2. The Director of Revenue shall deliver notice to American Pay Telephone in accordance with the concession agreement between the City of Chicago and American Pay Telephone for the placement of pay telephones in the public way.

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

1160 West Taylor Street.

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code, Illinois Bell Telephone Company is hereby ordered to remove from the public way the pay telephone located at 1160 West Taylor Street. If Illinois Bell Telephone Company fails or refuses to remove the telephone within 14 days after the delivery of this notice, the Director of Revenue is authorized to remove or cause the removal of the telephone.

SECTION 2. The Director of Revenue shall deliver notice to Illinois Bell Telephone Company in accordance with the concession agreement between the City of Chicago and Illinois Bell Telephone Company for the placement of pay telephones in the public way.

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

**PROHIBITION OF MOBILE FOOD DISPENSERS WITHIN
SPECIFIED AREA OF NINETEENTH WARD.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance prohibiting the sale of any ice cream, frozen confection or frozen dessert from a vehicle operating on the public way on residential streets in certain parts of the 19th Ward. This ordinance was referred to the committee on June 9, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has the authority and the responsibility to adopt ordinances regulating businesses and occupations for the protection of public health, safety and welfare; and

WHEREAS, The presence of trucks selling ice cream and frozen desserts in and near residential areas often is intended to, and does, attract children in making purchases from such vendors; and

WHEREAS, The presence of such trucks in and near residential areas is a threat to the safety of children; and

WHEREAS, The Beverly community was shocked and saddened by the death of a small child who was struck by a vehicle while she was pursuing an ice cream truck; and

WHEREAS, Many of the suburban communities adjacent to and near the City's 19th Ward, in response to dangers presented by the presence of ice cream trucks, have banned such vendors entirely, thus causing many vendors to increase their presence in the 19th Ward and thereby increasing the danger to residents of the 19th Ward; now, therefore,

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

SECTION 1. The City Council hereby adopts the statements in the preamble of this ordinance as its legislative findings.

SECTION 2. No person shall sell or offer for sale any ice cream, frozen confection or frozen dessert from a vehicle operating on the public way in the following area:

beginning at the intersection of 87th Street and the P.C.C. and Saint Louis Railway; thence west on 87th Street to Western Avenue (City limits); thence south along the City limits to 119th Street; thence east on 119th Street to Vincennes Avenue; thence northeasterly on Vincennes Avenue to 117th Street; thence east on 117th Street and 117th Street extended to Wood Street; thence north on Wood Street to 115th Street; thence west on 115th Street to Vincennes Avenue; thence northeasterly on Vincennes Avenue to 111th Street; thence east on 111th Street to Ashland Avenue; thence north on Ashland Avenue to 108th Place; thence east on 108th Place to Church Street; thence north on Church Street to 107th Street; thence east on 107th Street to the C.R.I. & P.R.R.; thence northeasterly along the C.R.I. & P.R.R. to 103rd Street; thence west on 103rd Street to the P.C.C. and Saint Louis Railway; thence northwesterly along the P.C.C. and Saint Louis Railway to the place of beginning.

SECTION 3. This ordinance shall take effect ten (10) days after its passage and publication.

**AUTHORIZATION FOR EXEMPTION OF PENCIL FACTORY
LIMITED PARTNERS FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITY
ADJACENT TO 1801 -- 1807 WEST
NEWPORT AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to exempt Pencil Factory Limited Partners from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility located at 1801 -- 1807 West Newport Avenue. This ordinance was referred to the committee on June 23, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Pursuant to Section 10-20-210 of the Municipal Code of Chicago the Commissioner of Transportation is hereby authorized and directed to exempt the Pencil Factory Limited Partners, 1801 -- 1807 West Newport Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

AUTHORIZATION FOR INSTALLATION OF "WILEY C. COSEY
STREET" HONORARY STREET SIGNS ON
PORTION OF WEST 75TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Wiley C. Cosey Street" honorary street signs on West 75th Street, between 800 and 1200 west. This ordinance was referred to the committee on June 23, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 75th Street, between 800 and 1200 west as "Wiley C. Cosey Street".

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

CONSIDERATION FOR INSTALLATION OF "REVEREND
EDDIE MILLER STREET" HONORARY STREET SIGNS
ON PORTION OF SOUTH HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the necessary action to install "Reverend Eddie Miller Street" honorary street signs on South Halsted Street, from West 120th Street to West 121st Street. This order was referred to the committee on June 23, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Halsted Street, from West 120th Street to West 121st Street, memorializing the street to "Reverend Eddie Miller Street".

AUTHORIZATION FOR INSTALLATION OF "REVEREND
JAMES W. SILER STREET" HONORARY STREET
SIGNS ON PORTION OF WEST
115TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the necessary action to install "Reverend James W. Siler Street" honorary street signs on West 115th Street, from South Wentworth Avenue to South Princeton Avenue. This order was referred to the committee on June 23, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to honorarily designate West 115th Street, from South Wentworth Avenue to South Princeton Avenue, memorializing the street to "Reverend James W. Siler Street".

AUTHORIZATION FOR INSTALLATION OF "VICTOR
SKREBNESKI WAY" HONORARY STREET SIGNS
ON PORTION OF NORTH LA SALLE
BOULEVARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the necessary action to install "Victor Skrebneski Way" honorary street signs on North LaSalle Boulevard, between West Schiller Street and West Goethe Street. This ordinance was referred to the committee on June 23, 1993.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of North LaSalle Boulevard,

between West Schiller Street and West Goethe Street as "Victor Skrebneski Way".

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

Re-Referred -- AMENDMENT OF TITLE 13, CHAPTER 96, SECTION 500
OF MUNICIPAL CODE OF CHICAGO TO EXEMPT CERTAIN
TENT STRUCTURES FROM PERMIT
REQUIREMENTS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 9, 1993.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Re-Refer* to the Committee on Buildings an ordinance to exempt certain tents from permit requirements.

This ordinance was referred to the Committee on Transportation and Public Way on June 23, 1993.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Buildings* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

COMMITTEE ON ZONING.

Action Deferred -- AMENDMENT OF TITLE 17, SECTION 5.7-5 OF
MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) TO DELINEATE PERMITTED
USES FOR ACCESSORY STRUCTURES
IN REQUIRED YARDS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 24, 1993, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers 11098, 11093, 11077, 11049 and 10948.

Application Number 11090 failed to meet the committee's approval and was voted "do not pass".

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. That Title 17 (Chapter 194A) of the Municipal Code of Chicago, the Chicago Zoning Ordinance is hereby amended in Section 5.7-5 "Permitted Obstructions In Required Yards" by deleting the language in brackets as follows:

5.7-5 Permitted Obstructions In Required Yards.

[The following shall not be considered to be obstructions when located in the required yards specified:

- (1) In All Yards -- open terraces not over four feet above the average level of the adjoining ground but not including a permanently roofed-over terrace or porch; awnings and canopies; steps four feet or less above grade which are necessary for access to a permitted building or for access to a zoning lot from a street or alley; chimneys projecting 18 inches or less into the yard; recreational and laundry-drying equipment; arbors and trellis; flag poles; fences and walls not exceeding seven feet in height above natural grade level; and open type fences exceeding seven feet in height, provided that visibility at right angles to any surface of such fence not be reduced by more than 20 percent.
- (2) In Front Yard -- one-story bay windows projecting three feet or less into the yard; and overhanging eaves and gutters projecting three feet or less into the yard.
- (3) In Rear Yards -- enclosed, attached or detached off-street parking spaces; open off-street parking spaces; accessory sheds; earth station antennas, not exceeding eight (8) feet (2.4 meters) in diameter; tool rooms; and similar buildings or structures for domestic or agriculture storage; balconies; breezeways and open

porches; one-story bay windows projecting three feet or less into the yard; and overhanging eaves and gutters projecting three feet or less into the yard. Roof projecting of garage over open patio not to exceed eight feet.

- (4) In Side Yards -- overhanging eaves and gutters projecting 18 inches or less into the yard.]

SECTION 2. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 5.7-5 by adding the language in italics, as follows:

5.7-5 Permitted Obstructions In Required Yards.

The following accessory structures and/or uses are permitted and may be obstructions in the required yards.

F -- Denotes permitted obstruction in front yard.

S -- Denotes permitted obstruction in side yards.

R -- Denotes permitted obstruction in rear yard.

- | | | | | |
|----|---|----------|----------|----------|
| 1. | <i>Awning and canopies</i> | <i>F</i> | <i>S</i> | <i>R</i> |
| 2. | <i>Arbors or trellises</i> | <i>F</i> | <i>S</i> | <i>R</i> |
| 3. | <i>Breezeway and open porches</i> | | | <i>R</i> |
| 4. | <i>Central air conditioning units may project into a required yard provided the unit is properly screened and not more than four feet in height</i> | | <i>S</i> | <i>R</i> |
| 5. | <i>Chimney projecting 18 inches or less into yard</i> | <i>F</i> | <i>S</i> | <i>R</i> |
| 6. | <i>Enclosed, attached or detached off-street parking spaces</i> | | | <i>R</i> |
| 7. | <i>Entry steps four feet or less above grade which are necessary for access to a permitted building or for access to zoning lot from a</i> | <i>F</i> | <i>S</i> | <i>R</i> |

- street or alley*
- | | | | | | |
|-----|--|----------|----------|--|----------|
| 8. | <i>Earth station antennas, not exceeding eight feet (2.4 meters) in diameter</i> | | | | <i>R</i> |
| 9. | <i>Fences and walls not exceeding seven feet in height above natural grade level</i> | <i>F</i> | <i>S</i> | | <i>R</i> |
| 10. | <i>Flagpoles</i> | <i>F</i> | <i>S</i> | | <i>R</i> |
| 11. | <i>Open off-street parking spaces</i> | | <i>S</i> | | <i>R</i> |
| 12. | <i>Open terraces not over four feet above the average level of the adjoining ground but not including a permanently roofed over terrace or porch</i> | <i>F</i> | <i>S</i> | | <i>R</i> |
| 13. | <i>Open type fences exceeding seven feet in height, provided that visibility at right angles to any surface of such fence not be reduced by more than 20 percent</i> | <i>F</i> | <i>S</i> | | <i>R</i> |
| 14. | <i>Overhanging eaves and gutters on principal building or structures and/or attached accessory building projecting three feet or less into the yard</i> | <i>F</i> | | | <i>R</i> |
| 15. | <i>Overhanging eaves and gutters on principal buildings projecting 18 inches or less into yards</i> | | <i>S</i> | | |
| 16. | <i>One-story bay windows projecting three feet or less into yards</i> | <i>F</i> | | | <i>R</i> |
| 17. | <i>Recreational and laundry-drying equipment</i> | <i>F</i> | <i>S</i> | | <i>R</i> |
| 18. | <i>Roof projecting of garage over open patio not to exceed eight feet</i> | | | | <i>R</i> |
| 19. | <i>Wheelchair lifts and ramps that meet federal, state and local accessibility standards for persons</i> | <i>F</i> | <i>S</i> | | <i>R</i> |

- *with disabilities*

20. *Accessory sheds; tool rooms; and similar buildings or structures for domestic or agricultural storage* R

SECTION 3. This ordinance shall be in full force and effect from and after its due passage and publication.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 24, 1993, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers 11098, 11093, 11077, 11049 and 10948.

Application Number 11090 failed to meet the committee's approval and was voted "do not pass".

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

a line 98.94 feet south of West Huron Street; a line 126.34 feet east of North Peoria Street; a line 148.94 feet south of West Huron Street; and North Peoria Street, and

a line 248.94 feet south of West Huron Street; a line 124.36 feet west of North Peoria Street; thence 100.58 feet west to North Sangamon Street; thence south 86.0 feet to the alley north of West Erie Street; the alley north of West Erie Street; and North Peoria Street,

to the designation of an R5 General Residence District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the Residential Business Planned Development No. 356 and the R5 General Residence District symbols and indications as shown on Map No. 1-G in the area bounded by:

West Superior Street; a line 312.91 feet east of North Sangamon Street; a line from a point 312.91 feet east of North Sangamon Street and 51.18 feet north of West Huron Street, to a point 348.81 feet east of North Sangamon Street along the north line of West Huron Street; West Huron Street; North Peoria Street; a line 215.94 feet south of West Huron Street; North Peoria Street; a line 265.94 feet south of West Huron Street; North Peoria Street; West Ancona Street; North Sangamon Street; the alley next south of and parallel to West Huron Street; the alley next southwesterly of North Sangamon Street; the alley next southwesterly of West Huron Street; a line 151.5 feet west of North Sangamon Street; West Huron Street; and North Sangamon Street,

to the designation of a Residential-Business Planned Development No. 356, as amended, which is hereby established in the area above described, subject to the regulations set forth in the Plan of Development herewith attached and made part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential Business Planned Development No. 356.
(As Amended)*

Plan of Development Statements.

1. The area delineated herein as Residential Business Planned Development No. 356, as amended (the "Amended Planned Development") consists of approximately 147,018 square feet (or 3.38 acres) of real property ("Planned Development Area"). The Planned Development Area is controlled by the Applicant.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
3. The requirements, obligations and conditions contained within this Amended Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Planned Development Area, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Amended Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Amended Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property.

Nothing herein shall be construed to mean that any individual owner of the Planned Development Area or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Amended Planned

Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Planned Development Area or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Planned Development Area or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Planned Development Area so transferred, the term Applicant shall be deemed amended to apply to the legal title holder thereof (and its beneficiaries if such title is held in land trust) and the seller or transferor thereof (and its beneficiaries if title is held in a land trust) shall thereafter be released from any and all obligation or liability hereunder.

4. This Plan of Development consists of Sixteen Statements, an Existing Zoning and Peripheral Street System Map, a Property Line and Subarea Delineation Map, a Site/Landscape Plan and Elevation Plans prepared by Berger and Associates dated June 10, 1993, and a Table of Use and Bulk Regulations and Data. Full size sets of plans are on file with the Department of Planning and Development. The Plan of Development is applicable to the Planned Development Area delineated herein and these and no other controls shall apply to the Planned Development Area. This Plan of Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses shall be permitted with the Planned Development Area: (Subarea A) -- commercial, residential and related uses and off-street parking; (Subarea B) -- residential (single-family and row-house units).
6. Identification signs, including construction and marketing signs, shall be permitted subject to the review and approval of the Commissioner of the Department of Planning and Development.
7. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assigns or grantees and approval by the City Council.
8. Off-street parking will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of the Department of Planning and Development and the Department of Transportation, Bureau of Traffic Engineering and Operations.

9. Any service drives, private streets or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. No parking shall be permitted within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and the Commissioner of the Department of Planning and Development.
10. Height restrictions of any building or any appurtenance attached thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a. Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration.
 - b. Airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
 - c. In addition, Subarea B height limitations are restricted by those indicated on the attached elevation exhibits.
11. For purpose of Floor Area Ratio (F.A.R.) calculations, the definitions of the Chicago Zoning Ordinance shall apply.
12. The Plan of Development hereto attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development.
13. The improvements located within Subarea B on the Property, including all entrances and exits to the development, shall be designed and constructed in general conformance with the Site/Landscape Plan and with the Elevation Plans dated June 10, 1993. In addition, street trees in the adjacent right-of-way shall be installed and maintained in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
14. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that

such a modification is minor, appropriate, consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance and will not result in increasing the maximum floor area ratio for the total Property Net Site Area established by this Planned Development Ordinance. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

15. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
16. Unless substantial construction of the dwelling units within Subarea B has commenced within ten (10) years following adoption of this Amended Planned Development, and unless completion is thereafter diligently pursued, then the portion of this Amended Planned Development designated as Subarea B shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then the Subarea B portion of this Amended Planned Development shall expire upon the expiration of such shorter time period as provided by said Amending Ordinance (the first day of which as applied to this Amended Planned Development shall be the effective date of the Amending Ordinance). If the portion of this Amended Planned Development designated as Subarea B expires under the provisions of this section, then the zoning of the property designated as Subarea B shall automatically revert to that of an R5 General Residence District.

[Existing Zoning and Peripheral Street System Map,
Property Line and Subarea Delineation Map,
Site/Landscape Plans and Elevation Plans
attached to this Plan of Development
printed on pages 35700 through
35704 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development read as follows:

*Residential-Business Planned Development Number 356.
(As Amended)*

Use And Bulk Regulations And Data.

Subarea "A".

(See Attached Property Line And
Subarea Delineation Map)

Net Site Area		General Description Of Land Use	Floor Area Ratio	Percentage Of Land Coverage
Square Feet	Acres			
115,619	2.65	364 Residential Units and Related Commercial, Business, with Off-Street Parking and Loading	3.6	82.5% per Site Plan
Gross Site Area -- Net Site Area:		2.47 acres + area in public right-of-way 0.18 acres = 2.65 acres.		
Number of Off-Street Loading Spaces:		2 spaces (10 feet x 25 inches) for new construction.		

Maximum Commercial Space: 38,000 square feet.
 Minimum Number of Parking Spaces: 262.
 Periphery Setbacks at Property Lines: Existing Buildings 0 feet.
 Proposed Buildings 0 feet.

Subarea "B".

(See Attached Property Line And Subarea Delineation Map)

Net Site Area		General Description Of Land Use	Floor Area Ratio	Percentage Of Land Coverage
Square Feet	Acres			
31,399	0.73	24 Residential Units	1.94	In accordance with Site Plan

Gross Site Area -- Net Site Area: 0.73 acres.
 Number of Off-Street Loading Spaces: 1 space per unit.
 Minimum Number of Parking Spaces: 24.
 Periphery Setbacks at Property Lines: As per Site Plan.
 Maximum Building Height: 40 feet.
 (including possible roof deck access -- building height 35 feet)

	(Subarea A)	(Subarea B)	Total
Gross Site Area	123, 459 square feet 2.83 acres	31,399 square feet .73 acres	154,858 square feet 3.56 acres

	(Subarea A)	(Subarea B)	Total
Net Site Area	115,619 square feet 2.56 acres	31,399 square feet .73 acres	147,018 square feet 3.38 acres
Floor Area Ratio	3.6	1.94	3.27

[Property Line and Subarea Delineation Map attached to these Use and Bulk Regulations and Data printed on page 35701 of this Journal.]

Reclassification Of Area Shown On Map Number 2-H.

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

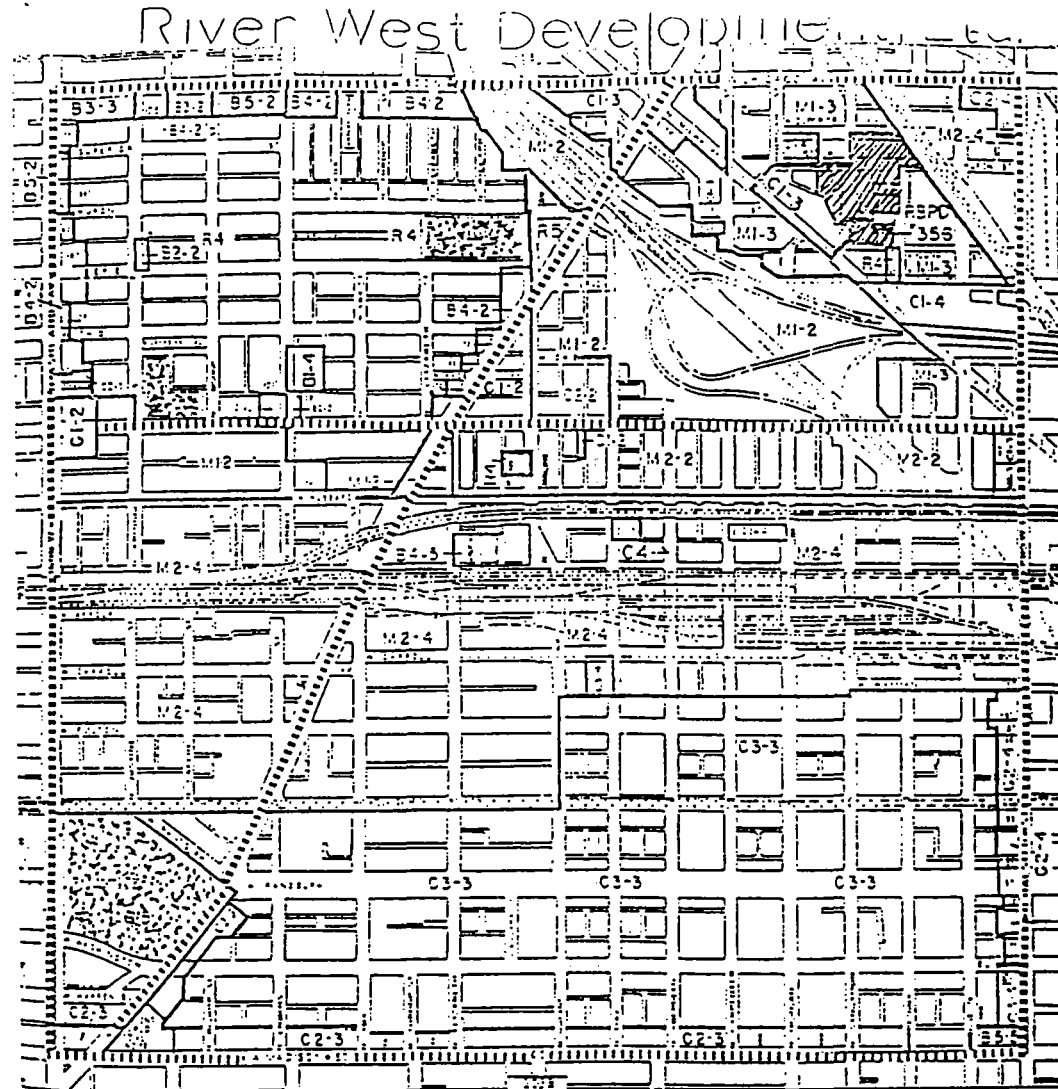
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 2-H in the area bounded by:

a line 200 feet north of West Van Buren Street; the alley next east of and parallel to South Leavitt Street; West Van Buren Street; and South Leavitt Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Existing Zoning And Peripheral Street System Map.



PREFERENTIAL STREETS



PROPOSED PLANNED DEVELOPMENT
As Amended



PUBLIC AND QUASI-PUBLIC FACILITIES

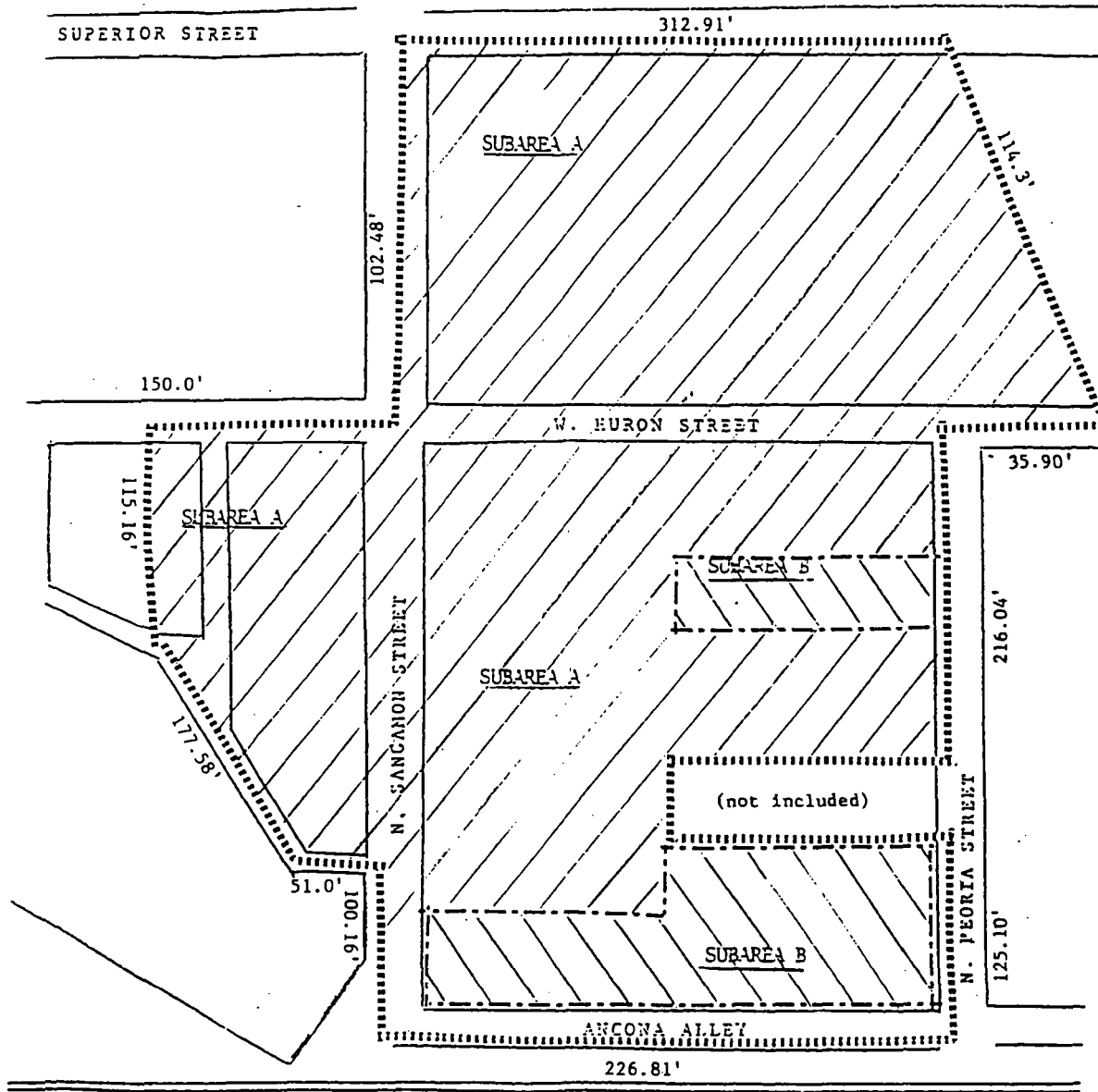


APPLICANT: River West Development, Ltd.
 901 West Huron Street
 Chicago, Illinois 60622
 DATE: June 3, 1992
 REVISED: June 10, 1993

Property Line And Subarea Delineation Map.

River West Development, Ltd.

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT 356, AS AMENDED



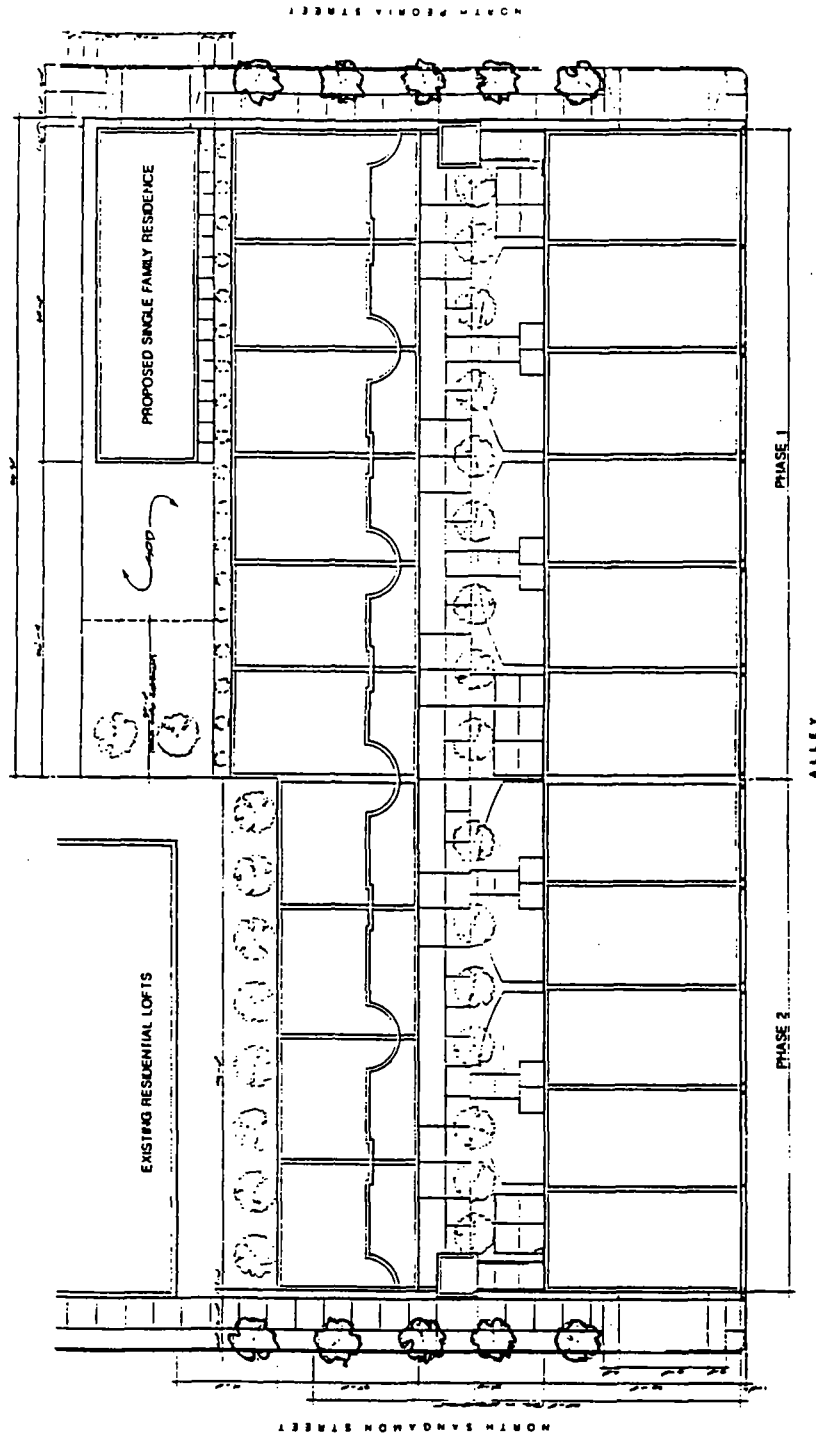
RIVER WEST DEVELOPMENT R.B.P.D. #356

PROPOSED DEVELOPMENT BOUNDARY =

PROPOSED SUBAREA B = - - - - -

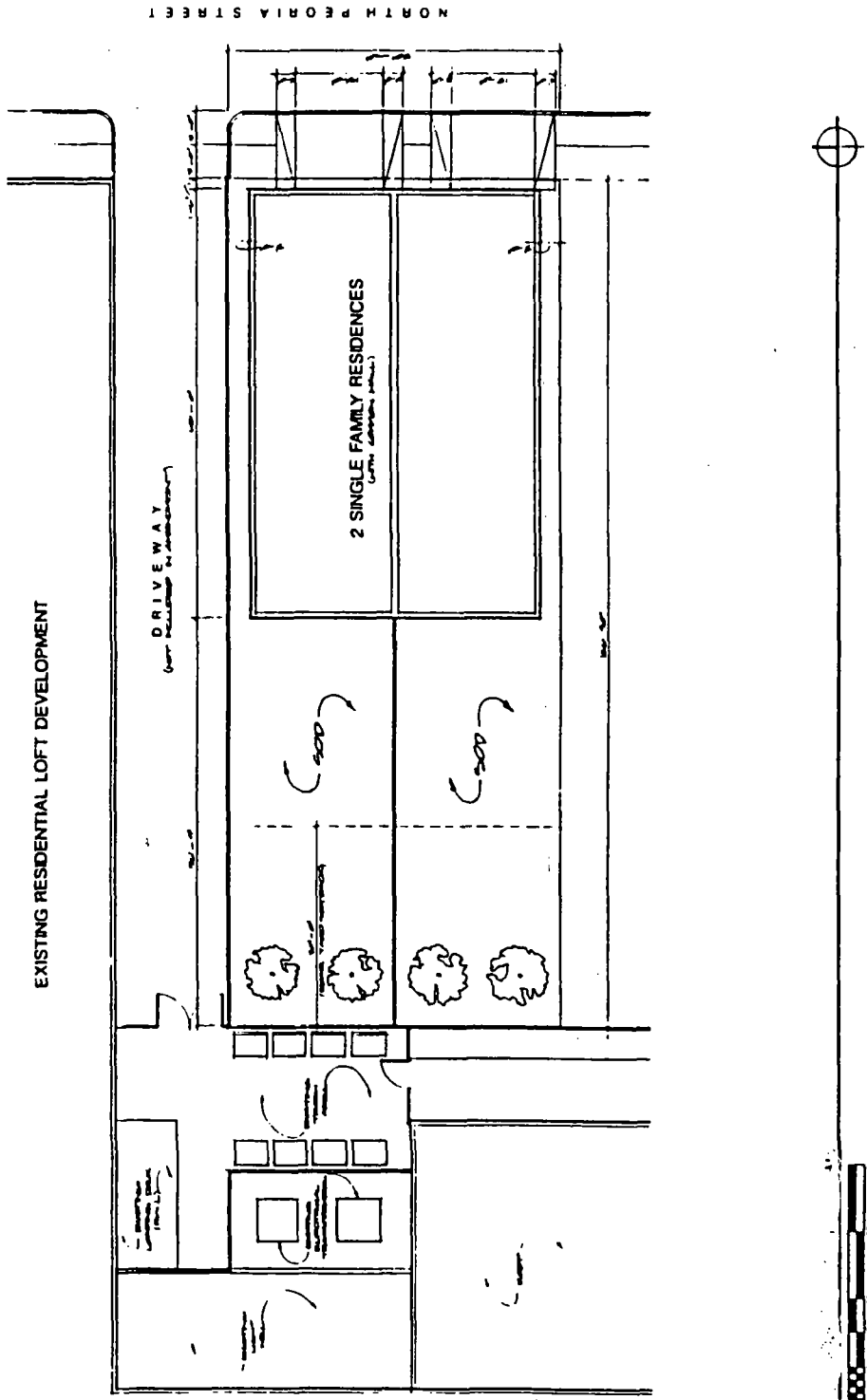
June 10, 1993

Site/Landscape Plans.
(Page 1 of 2)



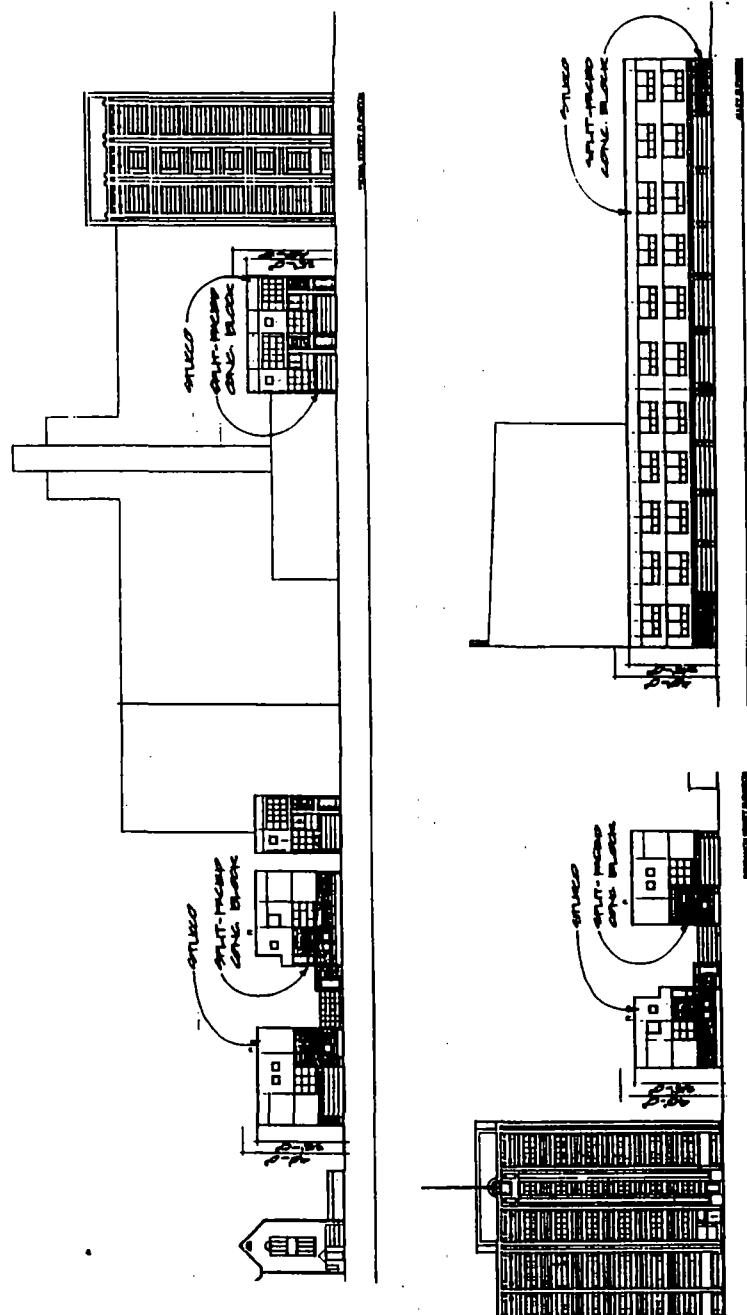
RIVER WEST DEVELOPMENT, LTD.
AMENDMENT TO R.B.P.D. #356
JUNE 10, 1993

Site/Landscape Plans.
(Page 2 of 2)



RIVER WEST DEVELOPMENT, LTD.
AMENDMENT TO R.B.P.D. #356
JUNE 10, 1993

Elevation Plans.



RIVER WEST DEVELOPMENT, LTD.
AMENDMENT TO R.R.P.D. #356
JUNE 10, 1993

- *Reclassification Of Areas Shown On Map Number 2-J.*
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail District, B4-3 Restricted Service District, C2-2 General Commercial District and C2-3 General Commercial District symbols and indications as shown on Map No. 2-J in the area bounded by:

West Polk Street; South St. Louis Avenue; West Lexington Street; South Homan Avenue; West Polk Street; South Spaulding Avenue; West Arthington Street; a line 630.35 feet east of and parallel to South Central Park Avenue; the north line of the B.&O. C.T. Railroad right-of-way; South Independence Boulevard; a line 216 feet south of and parallel to West Arthington Street; a line 415.86 feet east of and parallel to South Independence Boulevard; West Arthington Street; and South Lawndale Avenue,

to those of an R4 General Residence District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District symbols and indications as shown on Map No. 2-J in the area bounded by:

West Polk Street; a line 370.20 feet east of and parallel to South Spaulding Avenue; West Arthington Street; South Kedzie Avenue; the north line of the B.&O. C.T. Railroad right-of-way; a line 630.35 feet east of and parallel to South Central Park Avenue; West Arthington Street; and South Spaulding Avenue,

to those of a B4-3 Restricted Service District.

SECTION 3. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-J in the area bounded by:

South Homan Avenue; West Fillmore Street; the alley next east of and parallel to South Spaulding Avenue; the alley next north of and parallel to West Fillmore Street; South Spaulding Avenue; and the south line of the B.&O. C.T. Railroad right-of-way,

to those of a B4-4 Restricted Service District.

SECTION 4. That the Chicago Zoning Ordinance be amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-J in the area bounded by:

the south line of the B.&O. C.T. Railroad right-of-way; South Central Park Avenue; a line 75 feet south of and parallel to West Fillmore Street; a line 100 feet west of and parallel to South Central Park Avenue; the alley next south of and parallel to West Fillmore Street; the alley next east of and parallel to South Independence Boulevard; West Fillmore Street and South Independence Boulevard,

to those of an R4 General Residence District.

SECTION 5. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District, B4-3 Restricted Service District and B4-4 Restricted Service District symbols and indications as shown on Map No. 2-J in the area bounded by:

West Lexington Street; a line 103.59 feet east of and parallel to South Homan Avenue; the alley next south of and parallel to West Lexington Street; a line 100.30 feet east of and parallel to South Homan Avenue; West Polk Street; a line 370.20 feet east of and parallel to South Spaulding Avenue; West Arthington Street; South Kedzie Avenue; the north line of the B.&O. C.T. Railroad right-of-way; the easterly right-of-way line of South Spaulding Avenue; the alley next north of and parallel to West Fillmore Street; the alley next west of and parallel to South Kedzie Avenue; West Fillmore Street; South Homan Avenue; the south line of the B.&O. C.T. Railroad right-of-way; the westerly right-of-way line of South Spaulding Avenue; the north line of the B.&O. C.T. Railroad right-of-way; the easterly right-of-way line of South Central Park Avenue; a line 75 feet south of and parallel to West Fillmore Street; a line 100 feet west of and parallel to South Central Park Avenue; the alley next south of and parallel to West Fillmore Street; the alley next east of and parallel to South Independence Boulevard; West Fillmore Street; South Independence Boulevard; the south line of the B.&O. C.T. Railroad right-of-way; the westerly right-of-way line of South Central Park Avenue; the north line of the B.&O. C.T. Railroad right-of-way; South Independence Boulevard; a line 216 feet south of and parallel to West Arthington Street; a line 415.86 feet east of and parallel South Independence Boulevard; West Arthington Street; South Lawndale Avenue; West Polk Street; and South St. Louis Avenue,

to the designation of a Residential-Business Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no other.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Residential-Business Planned Development No. _____.

Plan Of Development Statements.

1. The area which is delineated herein as a Residential-Business Planned Development (the "Planned Development") consists of approximately 52 acres (the "Property") which is depicted on the attached Property Line and Right-of-Way Adjustment Map and is owned or controlled by West Side Affordable Housing Limited Partnership (the "Applicant").
2. The Applicant acknowledges that the Applicant, its affiliates, successors, assigns, grantees or lessees shall obtain all official reviews, approvals and permits, which may be necessary to implement the development of the Property. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way, which may be necessary to implement development of the Property, shall require a separate submittal.
3. The requirements, obligations and conditions contained within this Plan of Development shall be binding upon the Applicant, its affiliates, successors, assigns, grantees and lessees and, if different than the Applicant, the record owners of title of the Property. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the record owners of title from time to time. Furthermore, at the time any application for an amendment, modification or change (administrative, legislative or otherwise) to this Plan of Development is made for any portion of the Property, the Property shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Plan of Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made by all the owners of the Property unless the right to proceed with an amendment to this Plan of Development or any other change or

modification thereto shall have been reserved by a prior owner of any portion of the Property or otherwise delegated by the owner of any portion of the Property to some third party (which reservation or delegation shall be evidenced by appropriate documentation). In such event, the application for an amendment to this Plan of Development or any other modification or change thereto shall be authorized by all owners, prior owners and third parties (representing all of the Property) vested with the authority to proceed with such application, modification or change.

Nothing herein shall be construed to mean that an individual owner of a portion of the Property is relieved of obligations imposed hereunder or deprived of rights granted herein with respect to that portion of the Property owned by such individual or is not subject to City action pursuant to this Plan of Development with respect to such obligations or rights. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term "Applicant" shall be deemed amended to apply to the legal title holder thereof (and its beneficiaries if such title is held in a land trust) and the seller or transferor thereof (and its beneficiaries if title is held in a land trust) shall thereafter be released from any and all obligations or liability hereunder. The term "Applicant" shall not apply to the holder of a mortgage, trust deed or any collateral interest on any portion of the Property or interest therein unless and until such holder shall acquire title through foreclosure or other action associated with such mortgage, trust deed or collateral interest. Upon acquiring title, such holder thereafter shall be subject to the obligations imposed by and vested with the rights granted under this Plan of Development with respect to that portion of the Property owned by such holder.

4. This Plan of Development consists of these Eighteen Statements; an Existing Zoning and Street Map; an Existing Land Use Map; a Property Line and Right-of-Way Adjustment Map; a Generalized Land Use and Open Space Plan; a Site Plan for Phase I, Section 1 of Subarea A prepared by Nagle, Hartray & Associates Ltd., dated June 10, 1993; a Landscaping Plan for Phase I, Section 1 of Subarea A prepared by the Lannert Group dated June 10, 1993; Elevations for Buildings to be constructed in Phase I, Section 1 of Subarea A prepared by Nagle, Hartray & Associates Ltd. dated June 10, 1993; and a Bulk Regulations and Data Table. The Plan of Development is applicable to the area delineated herein and no other controls shall apply. The Plan of Development, including but not limited to the types, nature and intensity of the permitted uses, conforms to the

intent and purpose of Title 17, the Chicago Zoning Ordinance, of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The Property within the Planned Development is divided into lettered subareas and numbered blocks within such subareas as indicated on the Generalized Land Use and Open Space Map. Subject to the Bulk Regulations and Data Table and the footnotes thereto, the following uses are permitted on the Property under this Plan of Development:

Subarea A -- Blocks 1, 1A, 2, 3, 4, 5, 6, 7, 8 and 9.

Subarea A shall be developed primarily for residential purposes. In addition, the following uses shall be permitted: (i) all uses permitted in the B4-3 Restricted Service District (except automobile service stations, repair garages, crematories, laundrettes, liquor stores, currency exchanges and funeral parlors); (ii) all uses permitted in the R4 General Residence District (except hospitals and churches); and (iii) privately owned playgrounds; publicly and privately owned recreation buildings; health centers; rest, nursing and convalescent homes; and non-accessory off-street parking; provided, however, that any non-residential uses are focused along Homan Avenue and Central Park Avenue and no such use or combination of such non-residential uses shall occupy more than 25% of the net site area of any block within Subarea A on which such use or uses are located (except for Block 8 which may be totally occupied by non-residential uses and Block 9 which may be occupied to a maximum of 30% of the net site area by non-residential uses). To limit the volume of vehicular and pedestrian traffic within this predominantly residential subarea, no single non-residential use shall exceed 40,000 square feet nor shall the total floor area which may be devoted to retail uses within Subarea A exceed 30% of the permitted floor area for Subarea A as set forth in the Bulk Regulations and Data Table.

For each 1,500 square feet of floor area devoted to non-residential use, the maximum number of dwelling units in Subarea A shall be reduced by one.

As an interim use subject to the provisions of Statement 10(c)(i) and 10(k), Block 3 of Subarea A may be used to satisfy the required accessory parking for Subareas B and C.

Subarea B.

Subarea B shall be devoted primarily to neighborhood commercial, institutional and light industrial uses; however, dwelling units shall be permitted above the ground floor and ground floor dwelling units shall be permitted fronting on St. Louis Avenue. Live-work opportunities shall also be permitted above the ground floor of buildings within this Subarea. An important goal in this subarea is to preserve and re-use existing buildings where feasible. Therefore, the size and range of uses allowed within buildings existing on or before the original effective date of this Planned Development ordinance are intentionally more permissive than for new construction within this Subarea.

Neighborhood commercial uses shall include all uses permitted as-of-right in the B4-3 Restricted Service District (except crematories, laundrettes, liquor stores, currency exchanges and funeral parlors) provided that automobile service stations and repair garages must front on Kedzie Avenue. In addition, the following neighborhood uses shall be permitted: drive-through financial institutions (fronting on Spaulding Avenue, Homan Avenue or Kedzie Avenue only); drive-through restaurant (fronting on Kedzie Avenue only); battery and tire service station (fronting on Kedzie Avenue only); auto laundry (fronting on Kedzie Avenue only); and accessory and non-accessory off-street parking in parking lots and private and public parking garages. No employee limits shall apply to any B4-3 Restricted Service District uses. In order to limit the volume of vehicular traffic, retail uses shall be limited to 70,000 square feet each in any new buildings which are constructed; provided, however, that in order to encourage preservation and re-use of existing buildings, no square footage limitation shall apply to any individual retail use or any other individual permitted use located within buildings existing on or before the original effective date of this Planned Development ordinance. As a further limit on retail uses, the total floor area which may be devoted to retail uses within Subarea B shall not exceed 30% of the permitted floor area for Subarea B as set forth in the Bulk Regulations and Data Table.

As further incentive to preserve and re-use existing buildings, the following light industrial uses shall be permitted only within buildings existing on or before the original effective date of this Planned Development ordinance: printing and publication; warehousing and storage; linen and towel supply; packing and crating; parcel delivery station; and accessory uses.

Institutional uses shall include all uses permitted as-of-right in the R4 General Residential District (except hospitals and churches) and shall be permitted in either buildings existing on or before the

effective date of this Planned Development ordinance or any new buildings which are constructed. In addition, the following institutional uses shall be permitted: public and private schools; job training centers; public art galleries and museums; privately and publicly owned playgrounds and parks; outpatient clinics; surgicenters; health centers; sanitariums; congregate care centers; nursing homes and accessory uses.

Parking lots and garages located within Subarea B may be used to provide required accessory parking for Subarea C.

Subarea C.

Subarea C shall be devoted to neighborhood commercial, limited manufacturing, light industrial and institutional uses.

Neighborhood commercial uses shall include all uses permitted as-of-right in the B4-3 Restricted Service District (except crematories, laundrettes, liquor stores, currency exchanges and funeral parlors) provided that automobile service stations and repair garages for use by the general public must front on Spaulding Avenue. In addition, permitted neighborhood commercial uses shall include: auto laundry (fronting on Spaulding Avenue only) and battery and tire service stations (fronting on Spaulding Avenue only). No employee limits shall apply to any B4-3 uses. In order to limit the volume of vehicular traffic, retail uses shall be limited to 70,000 square feet each in new buildings to be constructed; provided, however, that in order to encourage preservation and re-use of existing buildings where feasible, no size limit shall apply to any individual retail use or any other individual permitted use located within buildings existing on or before the original effective date of this Planned Development ordinance. As a further limit on retail uses, the total floor area which may be devoted to retail uses within Subarea C shall not exceed 30% of the permitted floor area for Subarea C as set forth in the Bulk Regulations and Data Table.

As further incentive to preserve and re-use existing buildings, the following light industrial uses shall be permitted only within the buildings existing on or before the original effective date of this Planned Development ordinance: printing and publication; linen and towel supply; packing and crating; parcel delivery station; repair and service shops (electrical, cement and plumbing); warehousing and storage; and accessory uses.

Institutional uses shall include all uses permitted as-of-right in the R4 General Residence District (except hospitals, dwelling units and churches) and shall be permitted in buildings existing on or before

the effective date of this Planned Development ordinance or any new buildings which may be constructed. In addition, the following institutional uses shall be permitted: public and private schools; job training centers; public art galleries and museums; privately and publicly owned playgrounds and parks; outpatient clinics; surgicenters; health centers; sanitariums; congregate care centers; nursing homes; trade and drama schools or classes; community center; theatrical productions; gymnastic center; public service and public recreational uses.

Accessory and non-accessory parking lots and garages for the storage of public and private passenger vehicles and motor vehicles under and over 1½ tons, and garages for the repair and servicing of motor vehicles over 1½ tons shall be permitted.

Parking lots and garages located within Subarea C may be used to provide required accessory parking for Subarea B.

Subarea D.

Subarea D shall be used for public parks, playgrounds and recreational facilities.

Subarea E.

Subarea E shall be used for private open green space.

All Subareas.

Portions of the Property may be utilized on an interim basis for construction staging and the storage of construction materials for the various phases of development of the Property and public and private parks and playgrounds.

6. Any service drive or any other ingress or egress to be constructed shall be adequately designed and paved in accordance with the regulations of the Department of Transportation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles including emergency vehicles. Fire lanes, if required in conjunction with new construction, shall be adequately designed and paved in compliance with the Municipal Code of Chicago. Vehicular ingress and egress associated with new construction shall be subject to the review and approval of the Department of

Transportation and of the Commissioner of Planning and Development (the "Commissioner").

7. The height of each building located within the Planned Development and any appurtenances attached thereto, in addition to the Bulk Regulations and Data Table, shall be subject to:
 - (a) Height limitations as certified on Form FAA-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
 - (b) Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.
8. Business signs, nameplates and temporary signs, such as construction and marketing signs, are permitted upon the Property subject to the review and approval of the Commissioner.
9. For purposes of maximum floor area ratio calculations, the definitions contained in the Chicago Zoning Ordinance on the effective date of the ordinance approving establishment of this Planned Development shall apply; provided, however, that (i) floor area within any building devoted to mechanical equipment which exceeds 5,000 square feet in any single location shall not be included, and (ii) floor area devoted to non-accessory off-street parking shall not be included.
10. Improvements to be constructed on the Property shall be designed, constructed and maintained in general conformance with the plans and exhibits set forth in Statement No. 4, the site plans and supporting materials submitted pursuant to Statement No. 13 and such other documents required to be submitted by the Applicant under this Plan of Development.

In addition, the development of the Property shall be subject to the following:

- (a) Circulation. Improvements to be constructed on the Property shall be provided with vehicular and pedestrian access to a public roadway. Parking space layout, private roadway vehicular circulation, loading access, private pedestrian circulation routes, parking structure operational design and

the location and design of curb-cuts at public streets associated with new development on the Property shall be designed and constructed in accordance with the applicable provisions of this Plan of Development and shall promote a safe, efficient, appropriate and beneficial design. In conjunction with the business, retail and commercial development of Subarea B, truck traffic will maximize to the extent possible the use of Homan Avenue and Kedzie Avenue and minimize the use of Arthington Street, between Homan Avenue and St. Louis Avenue for ingress and egress to such subarea.

- (b) **Private Roadways.** A private roadway shall mean any private drive or way located on private property which is designed and intended for use as vehicular access to uses located therein. Private roadways shall be designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes, if required within the private roadways, shall be designed and paved to provide access and egress for emergency vehicles. No parking shall be permitted within such fire lanes. All private roadways shall be designed to accommodate appropriate pedestrian use thereof. Lighting at an intensity sufficient to permit safe passage shall be provided. All private roadways shall be reasonably accessible to private pedestrian use but need not be made available to the general public. Private roadways shall be designed and configured to provide pathways to public streets. In addition, private roadways shall be designed and configured for the various phases of the development taking into consideration the need to provide an integrated and unified system of vehicular and pedestrian ingress and egress and shall be designed where feasible to maximize access to any parks, transit facilities and pedestrian corridors which may be within, adjacent or proximate to the Property.
- (c) **Parking.** Parking shall be provided upon the Property in accordance with the provisions of this Statement and the Bulk Regulations and Data Table attached hereto and made a part of this Plan of Development and shall also be subject to the standards set forth below:
- (i) Interim outdoor, at-grade, off-street parking may be maintained at one or more locations on the Property for a period not to exceed five (5) years from the date(s) on which such parking is placed into service;

provided, however, that the Commissioner may authorize the continuation of such interim parking for additional periods where deemed appropriate upon written request of Applicant. Such interim parking shall be located, landscaped and maintained in a manner substantially in compliance with the vehicular use, area, landscaping and screening provisions of the Chicago Zoning Ordinance and associated regulations. Each interim parking location shall require the submittal of a site plan pursuant to Statement Number 13.

- (ii) Permanent at-grade, off-street parking shall be designed, constructed and maintained in substantial compliance with the vehicular use, area, landscaping and screening provisions of the Chicago Zoning Ordinance and each site plan submitted pursuant to Statement Number 12.
- (iii) Off-street parking required to serve residential uses developed in Subarea A, shall be located on the same parcel as the residential use except for apartment structures for which required parking shall be located on the same block within the subarea and no farther than 300 feet from such apartment structure. Off-street parking required to serve permitted non-residential uses in Subarea A shall be located on the same parcel as the non-residential use. Parking required to serve permitted uses in Subarea B and Subarea C may be located anywhere within one or both subareas.
- (iv) Off-street parking for Subareas B and C as required in the Bulk Regulations and Data Table shall be provided based on the amount of square footage occupied in the buildings located within those subareas. No later than July 1st of each year, the Applicant shall advise the Commissioner of the amount of square footage occupied within such buildings by the type of use and the number of parking spaces provided to accommodate such uses consistent with the parking requirements set forth in the Bulk Regulations and Data Table. For purposes of determining compliance with Statement Number 14 hereof the Applicant shall also include in such annual report a certified statement of the term and square footage of any leases pertaining to buildings existing prior to this Planned Development ordinance.

- (d) **Loading.** Off-street loading shall be provided upon the Property in accordance with this Statement and with the Bulk Regulations and Data Table attached hereto and made a part of this Plan of Development. All loading berths required by this Plan of Development shall be located proximate to the building or use served. To the maximum extent feasible, loading berths in Subareas A, B and C devoted to business, retail and commercial subareas shall not directly face onto residential or park areas. If loading berths are required to directly face onto residential or park areas, then a buffer zone shall be created as provided for in Statement Number 10(k). Circulation associated with the utilization of loading berths shall be internal to the development site wherever possible.
- (e) **Setbacks.** Periphery setbacks shall be provided on the Property as set forth in the Bulk Regulations and Data Table attached hereto and made a part of this Plan of Development; provided, however, that such periphery setbacks may be adjusted, subject to the approval of the Commissioner pursuant to Statement Number 11.
- (f) **Curb-cuts.** With respect to new development on the Property, private roadways, driveways, entrances to off-street parking and to loading berths, and all other facilities requiring curb-cuts shall be located wherever possible to minimize conflicts with on-street traffic and with pedestrian circulation. Applicant shall use its best efforts to limit the number of curb-cuts on public streets. All such curb-cuts shall be constructed in accordance with the standards of the Municipal Code of Chicago.
- (g) **Lighting.** Applicant shall provide decorative lighting along the private roadways and pathways located within those portions of Subarea A which are devoted to residential use. The number, location and specifications for the decorative lighting shall be included on the site plan required to be submitted pursuant to Statement Number 13.
- (h) **Landscaping.** Landscaping shall be installed and maintained substantially in accordance with the site plans submitted pursuant to Statement Number 13. Parkway trees shall be installed and maintained in the public right-of-way adjacent to any new development of the Property and in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance and associated regulations. Parking areas shall be landscaped to enhance the appearance

of the development from public streets. The green space required to be provided under this Plan of Development as set forth in the Bulk Regulations and Data Table shall take the form of parks, gardens, landscaped areas, tot-lots and playgrounds. Landscaping to be utilized in conjunction with such green space shall consist of grass, ground cover, shrubs, trees or other living plant materials. All landscaping shall be properly maintained by the owner thereof at all times. To the maximum extent feasible and consistent with the development plans for the various phases of development within Subarea A, the green space and the associated landscaping within Subarea A shall be compatible from block to block so as to provide for a logical transition between blocks. Landscaping associated with subsequent development phases of Subarea A shall be equivalent to or exceed the quality of landscaping of Phase I, Section 1 of Subarea A.

- (i) **Green Space in Subareas D and E.** Subarea E shall be maintained as private green space in its existing or better condition by the Applicant. Subarea E shall not be totally fenced. Subarea D shall be constructed and maintained as a public park. No later than six months before construction of final park improvements for Subarea D are scheduled to begin, the Chicago Park District shall submit design plans for the Subarea D park to the Department of Planning and Development for review and comment. At a minimum, the public park shall have points of ingress and egress on its eastern and western boundaries. Consistent with the phased development of Subarea A and as an interim step in the development of the public park in Subarea D, the Chicago Park District at the earliest date that funds are allocated and necessary streets are vacated shall grade and seed Subarea D. The Chicago Park District shall promptly proceed with the design and construction of the balance of the public park improvements after receiving notice from the Department of Planning and Development that Part II approvals have been issued for more than 50% of the net site area for Subarea A. To the extent residential construction and associated landscaping has occurred in Blocks 5 and 7 of Subarea A, the Park District's perimeter landscaping, if any, for the Subarea D public park shall be compatible with such residential landscaping.
- (j) **Building Design and Exterior.** The exterior walls of residential structures in Subarea A to be constructed in future phases of the development of the Property facing or visible from the public right-of-way shall be compatible with the architectural treatment of nearby residential structures

located within the Planned Development and shall utilize building materials of comparable quality. The exterior walls of any non-residential structures to be constructed which are visible from the public right-of-ways within the Planned Development or the park areas in Subareas D and E shall be treated with color, texture, fenestration, landscaping or windows so as to avoid large expanses of blank walls.

(k) **Buffer Zones.** Buffer zones shall be required in the following instances:

- between residential and non-residential uses in Subarea A;
- between different types of uses in Subareas B and C;
- between Block 3 of Subarea A and Subarea E if Block 3 of Subarea A is utilized for required accessory parking; and
- to screen surface parking lots and loading berths which face directly onto residential and park areas.

The buffer zones as required above shall consist of an area between the two types of uses not exceeding 15 feet in width which shall be landscaped with grass, ground cover, shrubs, trees, other living materials, fencing or any combination thereof as shall be reasonably agreed to by the Applicant and the Department of Planning and Development to effectively provide screening between the two types of uses. The Applicant's design for each buffer zone shall be included as part of the landscaping plan submitted in conjunction with the site plan process for each phase of development as set forth in Statement Number 13.

(l) **Tower Structure on Subarea B.** It is contemplated that the warehouse structure attached to the tower structure in Subarea B will be demolished. Subsequent to the demolition of the warehouse structure, and in conjunction with the construction of new structure(s) to be attached to the tower structure or upon the completion of the demolition of the warehouse structure if no new structure(s) are to be attached to the tower building, the exterior of the tower building will be repaired and restored where it was attached to the warehouse structure so as to make the exposed walls of the tower consistent and uniform with the building facade of the balance of the tower in terms of building materials, color and

architectural treatment. The treatment of the tower structure shall also be subject to any additional terms and conditions which may be specified in the Programmatic Agreement referenced in Statement Number 18.

11. The terms, conditions and exhibits of the Planned Development ordinance may be modified administratively by the Commissioner upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate, consistent with the nature of the development of the Property contemplated in this Planned Development ordinance and will not result in increasing the maximum floor area ration for the total Property net site area or the maximum number of dwelling units established by this Planned Development ordinance. Any such modification shall be deemed to be a minor change in the Planned Development ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of Clauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in periphery setbacks or an increase in the maximum percent of land covered.
12. Prior to the issuance of an occupancy certificate with respect to any phase of development of the Property, public improvements necessary to serve or accommodate said development or use shall be in place and available for public use. Public improvements shall be designed, constructed and installed in accordance with applicable City standards, laws and regulations subject to the approval of the appropriate City departments and agencies, as required, as well as in conformance with applicable state and federal standards, regulations and laws. Where necessary and subject to the agreement of the City and the Applicant, these public improvements and the property upon, over or within which they are located shall be properly dedicated or conveyed to the City (or other public agency designed by the City as appropriate). Public improvements necessary to serve uses or buildings on the Property shall include: (i) public roadway improvements necessary to provide access to and from the Property and including pavements, required turn lanes, curbs and gutters, traffic signals and sidewalks; (ii) public utilities providing necessary utility service to the Property including potable water, sewer facilities, electric, gas, telephone and other private utility facilities and services; and (iii) streetscape improvements (including streetlights and street trees) within all public ways adjacent to the Property. The design, installation and scheduling of the necessary public improvements associated with the development of the Property; the party responsible for undertaking such improvements; and the party responsible for bearing the cost of such improvements shall be set forth in a redevelopment agreement or agreements to be entered between the City and the Applicant.

Compliance with the terms of any such redevelopment agreement shall be a requirement of this Planned Development ordinance.

13. Prior to issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") for any development of the Property, a site plan for proposed development shall be submitted to the Commissioner for site plan approval. Site plan approval is intended to assure that specific development proposals substantially conform with this Plan of Development and to assist the City in monitoring ongoing development. A site plan may be submitted for all or any part of the Property. Such site plan need only include that portion of the Property, including adjacent public rights-of-way, for which approval is being sought by the Applicant. No Part II Approval for any portion of the Property shall be granted until an applicable site plan has been approved; provided, however, that the Commissioner shall upon the request of the Applicant issue a Part II Approval for Phase I, Section 1 of Subarea A based on the Phase I, Section 1 plans which are attached hereto and made a part of this Plan of Development pursuant to Statement Number 4.

If a site plan substantially conforms with the provisions of this Plan of Development, the Commissioner shall approve said plan and shall issue written approval thereof to the Applicant within sixty (60) days of submission of the site plan and all required supporting data and materials. If the Commissioner determines within said sixty (60) day period that the site plan does not substantially conform with the provisions of this Plan of Development, the Commissioner shall advise the Applicant in writing of the specific reasons for such adverse determination and the specific areas in which the site plan and supporting data and materials do not substantially conform to the provisions of this Plan of Development, said notice to be provided to the Applicant within sixty (60) days of the Applicant's submittal of the site plan and supporting data and materials. The Commissioner shall thereafter review any subsequent resubmission within thirty (30) days of such resubmission and issue a determination in writing to the Applicant for such site plan within said thirty (30) day period. The approved site plan and supporting data and materials shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Plan of Development.

After approval of a site plan and supporting data and materials by the Commissioner, the approved site plan may be changed or modified pursuant to the provisions of Statement Number 10 of this Plan of Development. In the event of any inconsistency between an approved site plan and the terms of the Plan of Development in effect at the time of approval of such site plan or of the modifications or changes thereto, the terms of the Plan of Development shall govern.

Where applicable, a site plan shall, at a minimum, provide the following information:

- (a) Boundaries of the development parcel or parcels;
- (b) Building footprint or footprints;
- (c) Dimensions of all setbacks;
- (d) Location and depiction of all parking spaces (including relevant dimensions);
- (e) Location and depiction of all loading berths (including relevant dimensions);
- (f) All drives, roadways and vehicular routes;
- (g) All landscaping and buffer zones (including a description of all landscape materials);
- (h) All pedestrian circulation routes and points of ingress/egress (including sidewalks);
- (i) Location and specifications for all decorated lighting;
- (j) All site statistics and cumulative site statistics for the subarea (or block where applicable) applicable to the development parcel or parcels including:
 - (1) Floor area and floor area ratio as represented on submitted drawings;
 - (2) Floor area devoted to retail uses;
 - (3) Number of dwelling units;
 - (4) Number of parking spaces;
 - (5) Number of loading berths;
 - (6) Uses of parcels;
 - (7) Percentage of subarea or block coverage;
 - (8) Net site area devoted to non-residential uses by blocks in Subarea A; and

- (9) Percentage of green space provided.

- (k) Parameters of the building envelope including:
 - (1) Maximum building height; and
 - (2) Setbacks, required and provided.

A site plan shall include such other information as may be necessary to illustrate substantial conformance with this Plan of Development, including, without limitation, building elevations. In addition, as part of the site plan review process for each phase of development, an updated traffic and parking study shall be submitted when it is reasonably determined by the Commissioner that such an updated report is required.

14. The development and readaptive use of the Property under this Plan of Development will occur in several phases over an extended period of time. This Statement describes the schedule for development of certain of the Subareas within the Planned Development.

- (a) **Initial Period.** Within five (5) years of the effective date of this Planned Development ordinance, the Applicant must have commenced or completed construction of a minimum of 250,000 square feet of floor area on the Property. The 250,000 square feet of floor area may be satisfied by any one or more of the following: (i) square footage associated with dwelling units based on an equivalency of 1,500 square feet per dwelling unit, provided that a minimum of 115,000 of the required initial 250,000 square feet of floor area shall be residential construction; (ii) square footage associated with new non-residential development; and (iii) occupancy of floor area of any building or buildings existing on or before the original effective date of this Planned Development ordinance, provided that occupancy shall be deemed to have occurred if at any time during the initial 5-year period (or 10-year, 15-year or 20-year periods as described in Statement 14(b) below) a building or any portion thereof shall have been conveyed and continuously occupied for a term of 2½ or more years or a lease or leases for a term of 2½ or more years shall be executed with a tenant or tenants and the floor area under lease shall have been continuously occupied or utilized for a minimum of 2½ years. Unless construction has been completed or commenced on a minimum of 250,000 square

feet of floor area within five (5) years of the effective date of this Planned Development ordinance, the Residential-Business Planned Development zoning classification under this Plan of Development shall terminate and the Property shall automatically revert to the underlying zoning classifications of R4 General Residence District, B4-3 Restricted Service District and B4-4 Restricted Service District as set forth in this Planned Development ordinance.

- (b) **Subsequent Periods.** Within ten (10) years of the effective date of this Planned Development ordinance, the Applicant must have commenced or completed construction of a minimum of 500,000 square feet of floor area on the Property which may be comprised of any one or more of the elements described in Statements 14(a)(i), (ii) and (iii). Within fifteen (15) years of the effective date of this Planned Development, the Applicant must have commenced or completed construction of a minimum of 750,000 square feet of floor area on the Property which may be comprised of any one or more of the elements described in Statements 14(a)(i), (ii) and (iii). Within twenty (20) years of the effective date of this Planned Development, the Applicant must have commenced or completed construction of a minimum of 1,000,000 square feet of floor area on the Property which may be comprised of any one or more of the elements described in Statements 14(a)(i), (ii) and (iii).
- (c) If the requirements of Statement 14(b) are not met, the Commissioner may elect to review this Planned Development ordinance and recommend modifications to this Planned Development ordinance to the Chicago Plan Commission and City Council. The Commissioner's determination that the Planned Development ordinance must be reviewed shall be treated as if it were a filed application for a planned development amendment with the City being deemed the applicant and providing such notice as may be required by law. Not less than thirty (30) days before filing any recommendations with the Chicago Plan Commission and City Council for changes to this Planned Development ordinance, the Commissioner shall provide the Applicant with a copy of such recommendations. The Applicant shall have the right to contest the Commissioner's recommendations before the Plan Commission and City Council.

15. In order to ensure that the Property is adequately served with school, library, police, fire and emergency services and facilities as it develops, the Applicant shall cooperate with the City in providing

such information and documentation, from time to time upon the City's request, with regard to completed and anticipated development as may be appropriate to assist the City and other governmental bodies in assessing the need for such additional services and facilities.

16. This Plan of Development for the Property shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" promulgated by the Commissioner effective as of the date of the City Council's approval of the ordinance creating this Planned Development.
17. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use reasonable efforts to design, construct and maintain all buildings located within this Planned Development where economically feasible in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").
18. Four buildings located on approximately 16 acres within the boundaries of the Planned Development are designated as National Historic Landmarks and listed on the National Register of Historic Places. Pursuant to the provisions of the National Historic Preservation Act and the rules and regulations promulgated thereunder, the Applicant intends to enter into a Programmatic Agreement with the City, the State of Illinois and appropriate federal agencies. The Programmatic Agreement shall control certain actions which may be taken with respect to the four buildings. The Applicant agrees to take no action to demolish or alter significant historic features identified by the Illinois Historic Preservation Agency (including, but not limited to, the exteriors of the four buildings and the lobby, stairwells and marble wainscoting corridors on the first and second floor of the Administration Building) of the four buildings which appear on the National Register of Historic Places until such time as the Section 106 consultation process under the National Historic Preservation Act has been concluded and the Applicant has fulfilled its obligations under any Programmatic Agreement resulting from such consultation process which obligations are required to be fulfilled before demolition or alteration may occur.

[Use and Bulk Regulations and Data Table, Existing Zoning and Street Map, Existing Land Use Map, Property Line and Right-of-Way Adjustment Map, Generalized Land Use and Open Space Plan, and Site Plan for Phase I, Section 1 of Subarea A attached to this Plan of Development printed on pages 35726 through 35732 of this Journal.]

[Landscaping Plan for Phase I, Section 1 of Subarea A and Elevations for Buildings to be constructed in Phase I, Section 1 of Subarea A referred to in this Plan of Development unavailable at time of printing.]

Reclassification Of Area Shown On Map Number 2-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-J in the area bounded by:

South Spaulding Avenue; a line 114 feet west of South Kedzie Avenue; a line 138.67 feet south of West Van Buren Street; and West Van Buren Street,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Residential-Business Planned Development.

Use And Bulk Regulations And Data Table.

Applicant:	West Side Affordable Housing Limited Partnership by its attorneys Schiff, Hardin & Waite (per James M. Kane and Steven D. Friedland)
Address:	676 North St. Clair Street Suite 2200 Chicago, Illinois 60611
Date of Application:	January 27, 1993 revised June 10, 1993
Gross Site Area:*	3,116,252 square feet (71.54 acres)
Net Site Area:*	2,249,021 square feet (51.63 acres)
Permitted Uses:	In accordance with Statement No. 5 of the Plan of Development.

*Gross Site Area and Net Site Area figures assume completion of proposed dedications and vacations of rights-of-way and shall be adjusted as set forth in Statement No. 2 and as depicted on the Right-of-Way Adjustment Map.

Use And Bulk Regulations And Data Table.
(Page 2 of 2)

Bulk Regulations and Data Table

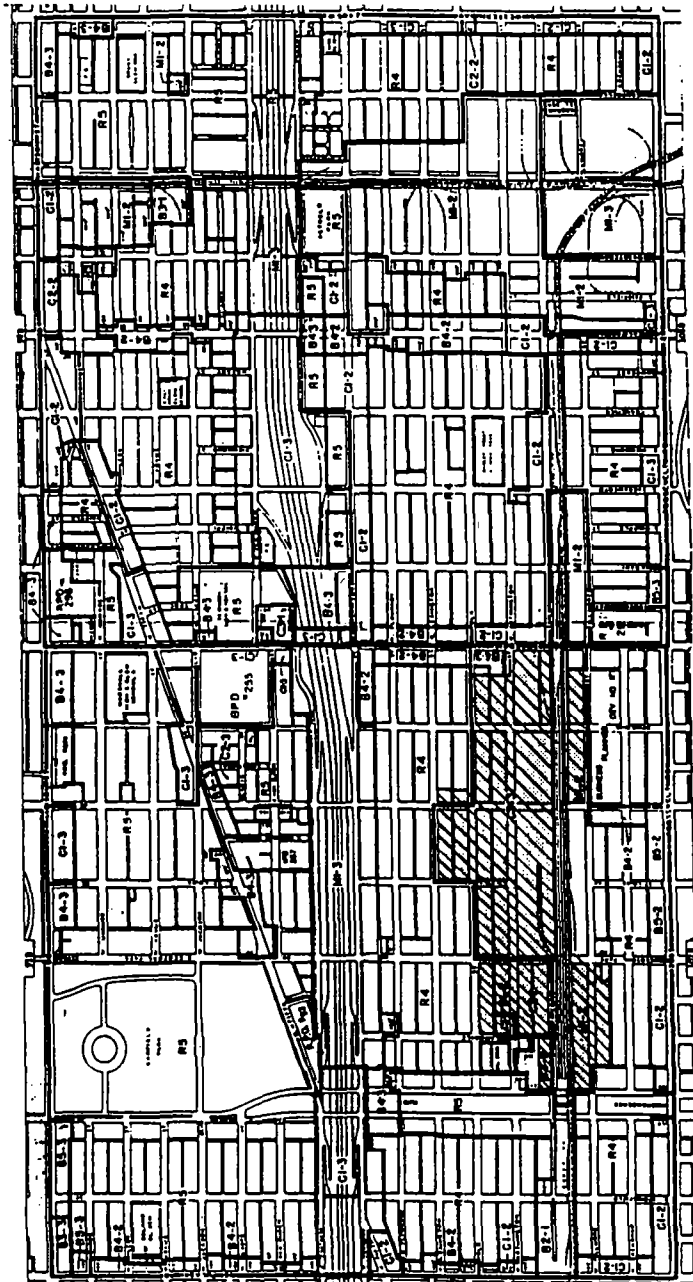
Subareas	Net Site Area	Max. FAR	Max. Density/Utility	Max. Site Coverage	Minimum Building Height	Parking	Minimum Periphery Setbacks	Minimum Loading Berths
A	1,293,149	.6	63 (FN #1)	20% (FN #2)	40' (FN #3)	FN #4	FN #5	FN #6
B	633,743	3.0	625 (FN #7)	None	15' (FN #8)	FN #9	FN #10	FN #11
C	1,778,666	1.2	NA	65%	25'	NA	NA	NA
D	74,704	.05	NA	95%	NA	NA	NA	NA


Footnotes

- 1 A maximum of 80 dwelling units per block shall be permitted on Blocks 1 - 8 of Subarea A. A maximum of 120 dwelling units shall be permitted on Block 9 of Subarea A.
- 2 The percentage of net site area devoted to green space on one or more blocks within Subarea A may be decreased to a minimum of 15%, provided that a minimum of 20% of the total net site area of Subarea A is devoted to green space.
- 3 Maximum building height shall be increased from 40' to 55' on Blocks 8 and 9 of Subarea A. For purposes of this increase, the maximum height shall mean Building Height as defined in the Chicago Zoning Ordinance as of the effective date of this Planned Development Ordinance.
- 4 Residential Uses: Use space per dwelling unit.
Office Uses: .6 spaces per 1,000 square feet of floor area.
Retail/Commercial/Institutional and all other permitted uses: .4 spaces per 1,000 square feet of floor area.
- 5 Minimum Building Setbacks from Block Property Lines shall be:
Blocks 1 - 7 of Subarea A: 5' on north; 3' on east; 5' on south; and 3' on west.
Blocks 8 and 9 of Subarea A: 5' on north, south, east and west.
- 6 For all R4 General Residence Districts permitted uses, as required under R4 General Residence District.
For all other permitted uses in Subarea A, as required under B4-3 Restricted Service District.
- 7 Maximum dwelling units per block:
Block 1 of Subarea B: 125
Block 2 of Subarea B: 275
Block 3 of Subarea B: 175
Block 4 of Subarea B: 30
- 8 Maximum Building Height:
Block 1 of Subarea B: 120' if any portion of the existing building is retained, otherwise 95' (provided the tower structure shall not be deemed to be in violation of this height restriction)
Block 2 of Subarea B: 95'
Block 3 of Subarea B: 140'
Block 4 of Subarea B: 140'
- 9 Residential Uses: As required under the R-5 General Residence District, provided that for elderly housing (partin- requirements shall be as reasonably agreed to by the Commissioner and the Applicant.
Office Uses: .6 spaces per 1,000 square feet of floor area.
Retail/Commercial/Institutional and all other permitted uses: .4 spaces per 1,000 square feet of floor area.
- 10 Minimum Building Setbacks from Block Property Lines in Subarea B shall be:
Block 1: 5' on north; 3' on west; 0' on south; and 0' on east
Block 2: 5' on north and 0' on west, south and east
Block 3: None
Block 4: 3' on west and 0' on north, east and south
All setbacks of buildings existing on the effective date of this Planned Development Ordinance shall be maintained with respect to such buildings as long as such buildings remain in existence.
- 11 Minimum Loading Berths: Number, size and location of loading berths associated with buildings existing on the effective date of this Planned Development Ordinance shall be sufficient. For new construction, as required under the B4-3 Restricted Service District.
- 12 .5 parking spaces per 1,000 square feet of floor area which parking spaces may be located anywhere within Subarea B and C.
- 13 Minimum Building Setbacks from Subarea Property Line should be: 5' on west and 0' on north, east and south. All setbacks of buildings existing on the effective date of this Planned Development Ordinance shall be maintained with respect to such buildings as long as such buildings remain in existence.
- 14 Minimum Loading Berths: Number, size and location of loading berths associated with buildings existing on the effective date of this Planned Development Ordinance shall be sufficient. For new construction, as required under the B4-4 Restricted Service District.

*For purposes of this Planned Development Ordinance, "Green Space" shall mean landscaped space (public or private) improved primarily with vegetation and soft surfaces, including but not limited to, grass, ground cover, wood chips, shrubs, trees and other living plant materials, and with a minimum of hard surfaces including, but not limited to, parking walkways and playgrounds located within such landscaped areas. The landscaping/grass space requirements of the Chicago Landmarks Ordinance associated with any surface parking areas that may be established under this Plan of Development shall not be included in the calculations determining the Applicant's compliance with green space coverage requirements in any subarea.

Existing Zoning And Street Map.



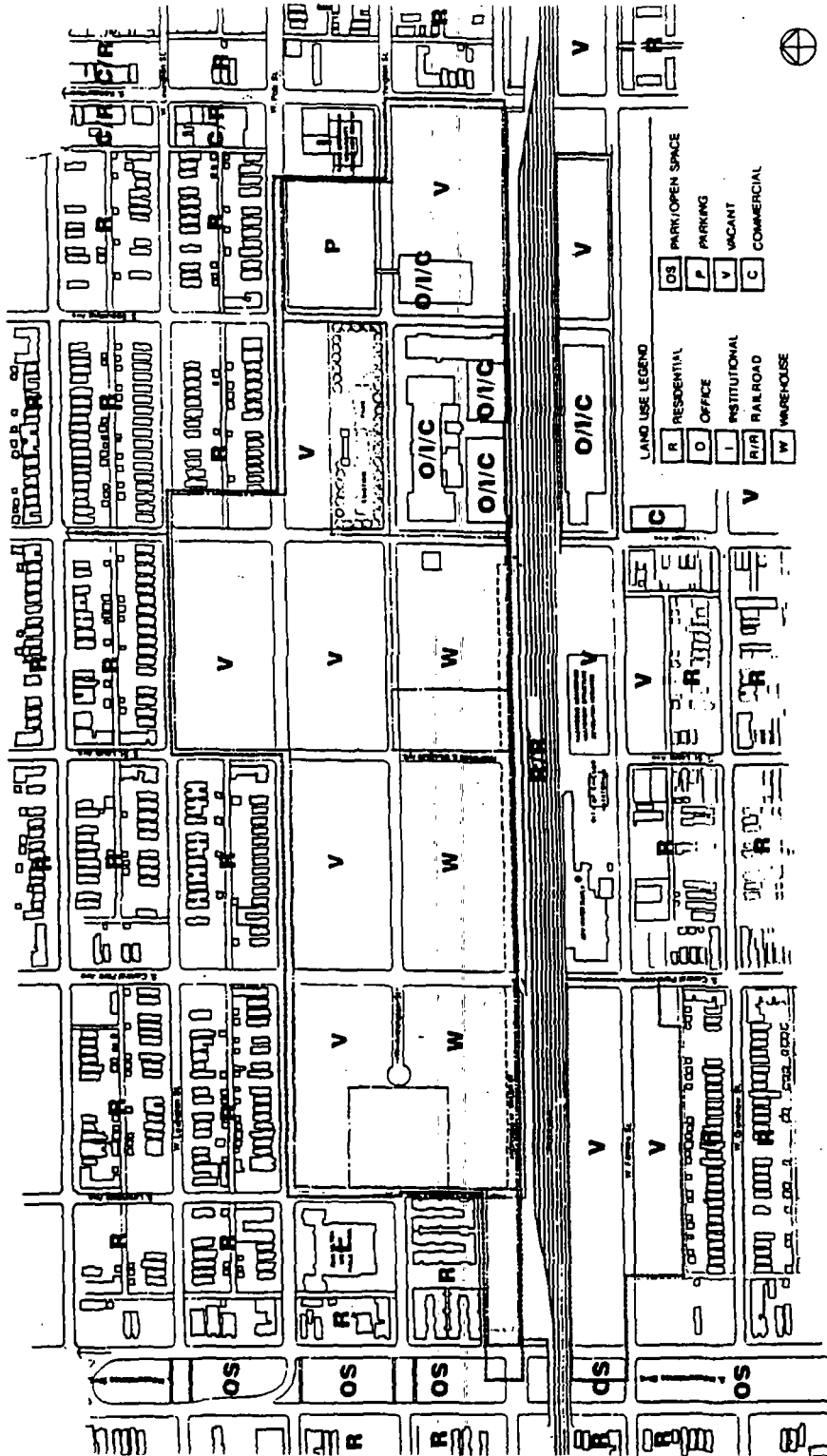

 SUBJECT PROPERTY

HOMAN SQUARE
DEVELOPMENT DRAWN BY
THE CHARLES H. SHAW COMPANY
 878 N. ST. CLAIR STREET
 CHICAGO, ILLINOIS 60611

CONSULTING ENGINEER
MAGLE, HARTRAY & ASSOCIATES LTD
 230 N. MICHIGAN AVENUE
 CHICAGO, ILLINOIS 60601

9 NOV. 1992
 REVISED TO JUNE 1991

Existing Land Use Map.



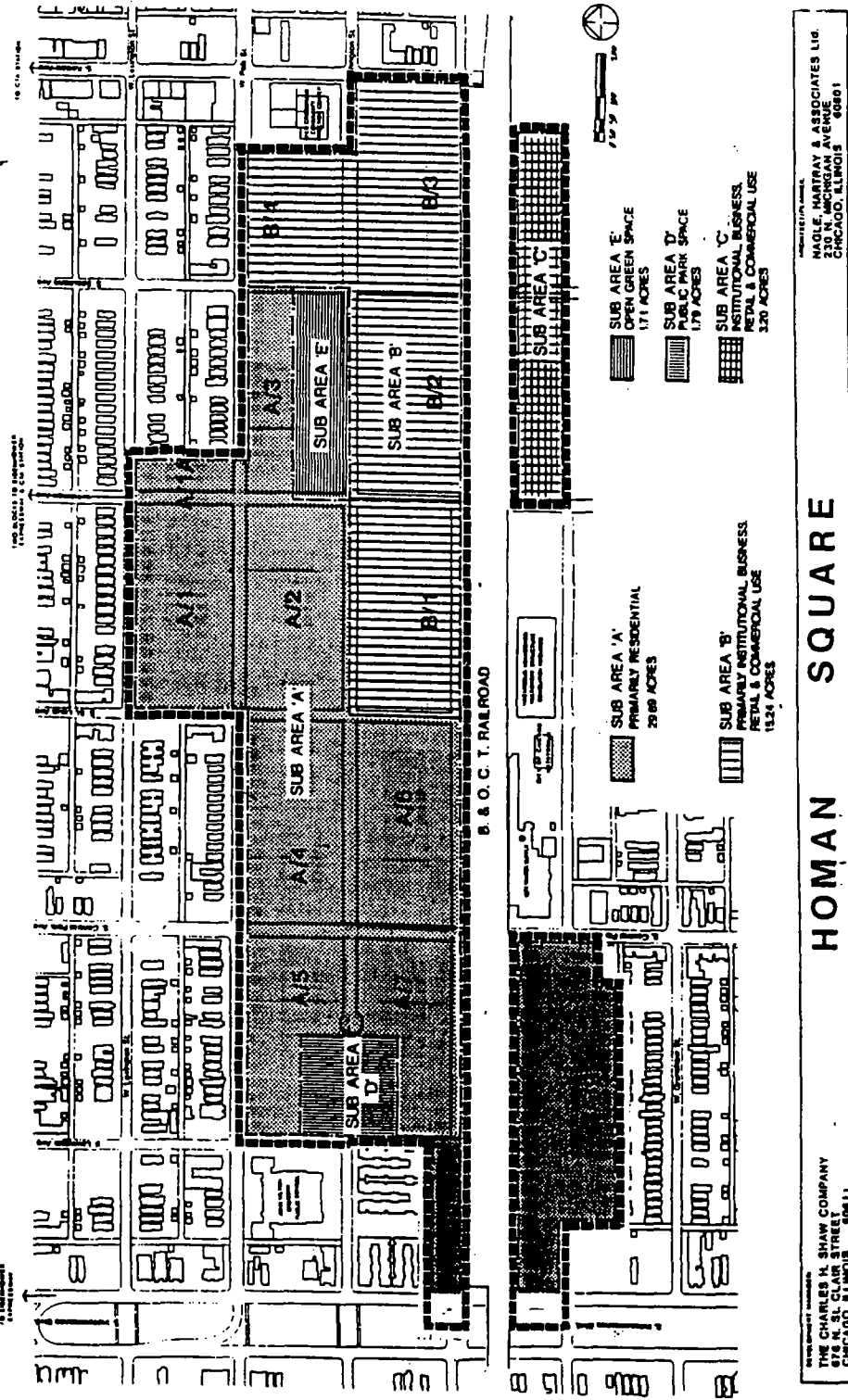
THE CHARLES H. SHAW COMPANY
 878 N. W. CLAIR STREET
 CHICAGO, ILLINOIS 60611

HOMAN SQUARE

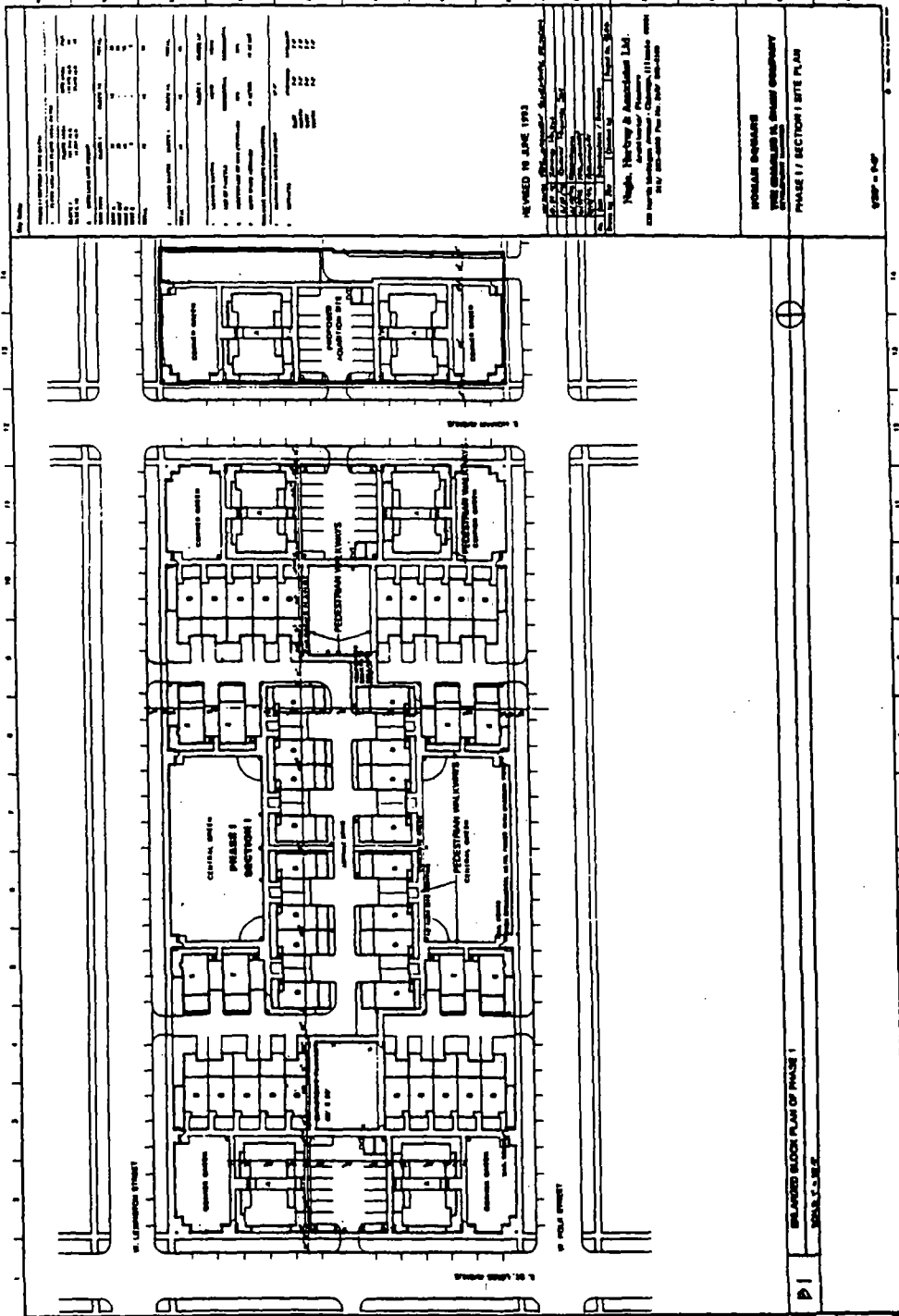
MAP PREPARED BY
 NADLE, HARTRAY & ASSOCIATES L.L.C.
 2100 N. CLARK STREET
 CHICAGO, ILLINOIS 60611

9 NOV. 1993
 REVISED 10 JUNE 1993

Generalized Land Use And Open Space Plan.



Site Plan For Phase 1, Section 1 Of Subarea A.



Reclassification Of Area Shown On Map Number 2-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development No. 147 District symbols and indications as shown on Map No. 2-L in the area bounded by:

the alley next north of West Flournoy Street; the alley next west of South Cicero Avenue; West Flournoy Street; a line 660.1 feet west of the alley next west of South Cicero Avenue; and West Flournoy Street,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-G in the area bounded by:

a line 72 feet southeasterly of West Thomas Street, as measured at the westerly right-of-way line of North Milwaukee Avenue; North Milwaukee Avenue; a line 96 feet southeasterly of West Thomas Street, as measured at the westerly right-of-way line of North Milwaukee Avenue; and the alley next southwesterly of and parallel to North Milwaukee Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 5-M in the area bounded by:

the alley next north of and parallel to West North Avenue; North Merrimac Avenue; West North Avenue; and a line 39 feet west of North Merrimac Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-G in the area bounded by:

a line 258 feet north of West 26th Street; South Lowe Avenue; a line 150 feet west of South Lowe Avenue; and a line 183 feet north of West 26th Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

a line 30 feet north of West 25th Street; South Hamlin Avenue; West 25th Street; and the alley next west of and parallel to South Hamlin Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Areas Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by:

a line 231 feet north of West Altgeld Street; the alley next east of North Bosworth Avenue; a line 115 feet north of West Altgeld Street; a line 25 feet west of the alley next east of North Bosworth Avenue; West Altgeld Street; and North Bosworth Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by:

a line 231 feet north of West Altgeld Street; North Bosworth Avenue; West Altgeld Street; and the alley next west of North Bosworth Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and C1-1 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by:

the alley next north of and parallel to West Fletcher Street; North Lakewood Avenue; West Fletcher Street; a line 175 feet east of the alley next east of and parallel to North Southport Avenue; a line 100.09 feet north of West Fletcher Street; and a line 200 feet east of the alley next east of and parallel to North Southport Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 8-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-G in the area bounded by:

West 31st Street; the alley next east of and parallel to South Benson Street; West 31st Place; and South Benson Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District and M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-G in the area bounded by:

a line 125.0 feet south of and parallel with West 31st Place; the alley next west of and parallel with South Throop Street; a line 240.15 feet south of and parallel with West 31st Place; South Throop Street; a line 402.19 feet south of and parallel with West 31st Place; the alley next west of and parallel with South Throop Street; a line 462.23 feet south of and parallel with West 31st Place; and South Benson Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 9-J.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 9-J in the area bounded by:

a north property line located approximately thirty-three (33) feet south of the center line of the Addison Street right-of-way; a west property line located approximately thirty-three (33) feet east of the center line of the Central Park Avenue right-of-way; a south property line located approximately twenty-two (22) feet north of the center line of the partially vacated Eddy Street right-of-way; and an east property line located approximately four hundred fifty-five (455) feet east of the center line of the Central Park Avenue right-of-way,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described. The above described area shall be a part of a B4-1 Planned Development, the boundaries of which are as follows:

a north property line located approximately thirty-three (33) feet south of the center a line of the Addison Street right-of-way; a west property line located approximately thirty-three (33) feet east of the center line of the Central Park Avenue right-of-way; a south property line located approximately twenty-two (22) feet north of the center line of the partially vacated Eddy Street right-of-way for approximately four hundred twenty-two (422) feet; the remaining south property line abuts the adjoining M1-1 zoned property to the south; and an east property line located approximately three hundred fifty (350) feet west of the center line of the North Kimball Avenue right-of-way.

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

Plan of Development attached to this ordinance reads as follows:

Business Planned Development No. _____.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately 323,691 square feet (approximately 7.4 acres) of property which is depicted on the attached Property Line and Planned Development Boundary Map (the "Property") and is owned by the Applicant, Kmart Corporation.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall

thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of Sixteen Statements; an Existing Zoning and Street System Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Site Plan; a Landscape Plan; and Elevations Plans, all as prepared by Arcline Associates Ltd., dated June 10, 1993. Full size sets of the Site Plan, Landscape Plan and Elevations Plan are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply to the Property. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
5. The following uses shall be permitted within the area delineated herein as "Planned Development": retail uses, service uses, parking and related uses permitted in the B4-1 Business District except automobile service stations, crematories, mausoleums and radio towers.
6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development. One (1) pylon sign a maximum of thirty (30) feet in height shall be permitted within the Planned Development subject to the review and approval of the commissioner of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning and Development. The existing advertising billboard sign will be removed after an amortization period of seven (7) years. During this period, the Applicant will:
 - a. Make contributions for improvement of Athletic Field Park, of the Chicago Park District, 3546 West Addison Street during calendar year 1993 in the amount of Five Thousand and no/100 Dollars (\$5,000.00) and thereafter, during each successive calendar year, an amount equal to ten percent (10%) of the net income received by Applicant from the billboard sign.
 - b. Make an annual contribution of One Thousand and no/100 Dollars (\$1,000.00) to the Chicago Public Schools, Murphy

Elementary School, 3539 West Grace Street, adopt a school program and in addition, provide an annual Five Hundred Dollar (\$500.00) merchandise certificate redeemable at the Addison Street Kmart Store.

- c. Contribute Two Hundred Fifty and no/100 Dollars (\$250.00) annually to the book fund for the Independence Branch of the Chicago Public Library, 3718 West Irving Park Road.
- d. Make the billboard sign available for use by not-for-profit organizations approved by the City of Chicago for public service announcements ("P.S.A.s") for a total of seventy (70) days during the period that this billboard remains in place; there will be no additional costs to Applicant for the preparation or installation of the P.S.A.s on the billboard sign.
- e. Use its best efforts to fill positions which become available in the store at 3443 -- 3535 West Addison Street with employees who are residents of the City of Chicago with particular emphasis on those residing within three miles of the store.
- f. Incorporate into its plan for the redevelopment of the store at 3443 -- 3535 West Addison Street a requirement that contractors use their best efforts to insure significant opportunities for minority and women business enterprises and minority and women construction workforces.

Applicant will report annually on December 1 to the Department of Planning and Development concerning its compliance with the foregoing and on or before January 15, 2001, commence demolition of the billboard sign without compensation from the City of Chicago.

- 7. Any dedication or vacation of streets or alleys, or easements, or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees.
- 8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development and the Department of Transportation, Bureau of Traffic Engineering and Operations. A minimum of two percent of all parking spaces provided within the Planned Development shall be designated and designed for the handicapped.

9. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning and Development. There shall be no permitted on-street parking or loading. Passenger and delivery truck loading and unloading space shall be provided internally. Major loading and trash collection shall be provided for at the loading areas described on the Site Plan. Subject to review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations, the parking lot entrance/exit on Addison Street shall be moved east to better align with St. Louis Avenue and a traffic light shall be designed and installed with a left-hand turnbay at this intersection, and Addison Street shall be widened to accommodate such left-hand turnbay on the south side (Applicant's side) of Addison Street, all at Applicant's expense.
10. Height restrictions of any building or any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a. Height limitations as certified on form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b. Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation, and Department of Law, and approved by the City Council.
11. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
12. This Planned Development shall be subject to the "Rules, Regulations and Procedures Related to the Planned Developments", as promulgated by the Commissioner of the Department of Planning and Development.
13. The improvements on the Property, including all on-site exterior landscaping and all entrances and exits to and from the parking and loading areas, shall be designed, installed and maintained in general

conformance with the Site Plan, Elevations Plan and Landscape Plan.

14. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
15. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
16. Unless substantial construction has commenced within three (3) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of this Planned Development shall automatically revert to the original B4-1 Restricted Service District and M1-1 Restricted Manufacturing District classifications.

[Existing Zoning and Street System Map, Property Line and Planned Development Boundary Map, Generalized Land Use Map, Existing Land Use Map, Site Plan, Landscape Plan and Elevations attached to this Plan of Development printed on pages 35745 through 35751 of this Journal.]

Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Business Planned Development No. _____.

Table Of Bulk Regulations And Related Controls.

<u>Net Site Area Square Feet Acres</u>	<u>Generalized Description Of Permitted Uses</u>	<u>Maximum Floor Area Ratio</u>	<u>Maximum Percent Of Site Coverage</u>
<u>323,691 square feet</u> 7.43 acres	See Statement Number 3	0.37	See Approved Site Plan

Gross Site Area = Net Site Area 323,691 square feet (7.43 acres) Plus Area In Public Rights-of-Way, 45,199 square feet (1.09 acres) = 368,890 square feet (8.47 acres).

Maximum Floor Area Ratio for Total Net Site Area: 0.37.

Minimum Number of Off-Street Parking Spaces: 400.

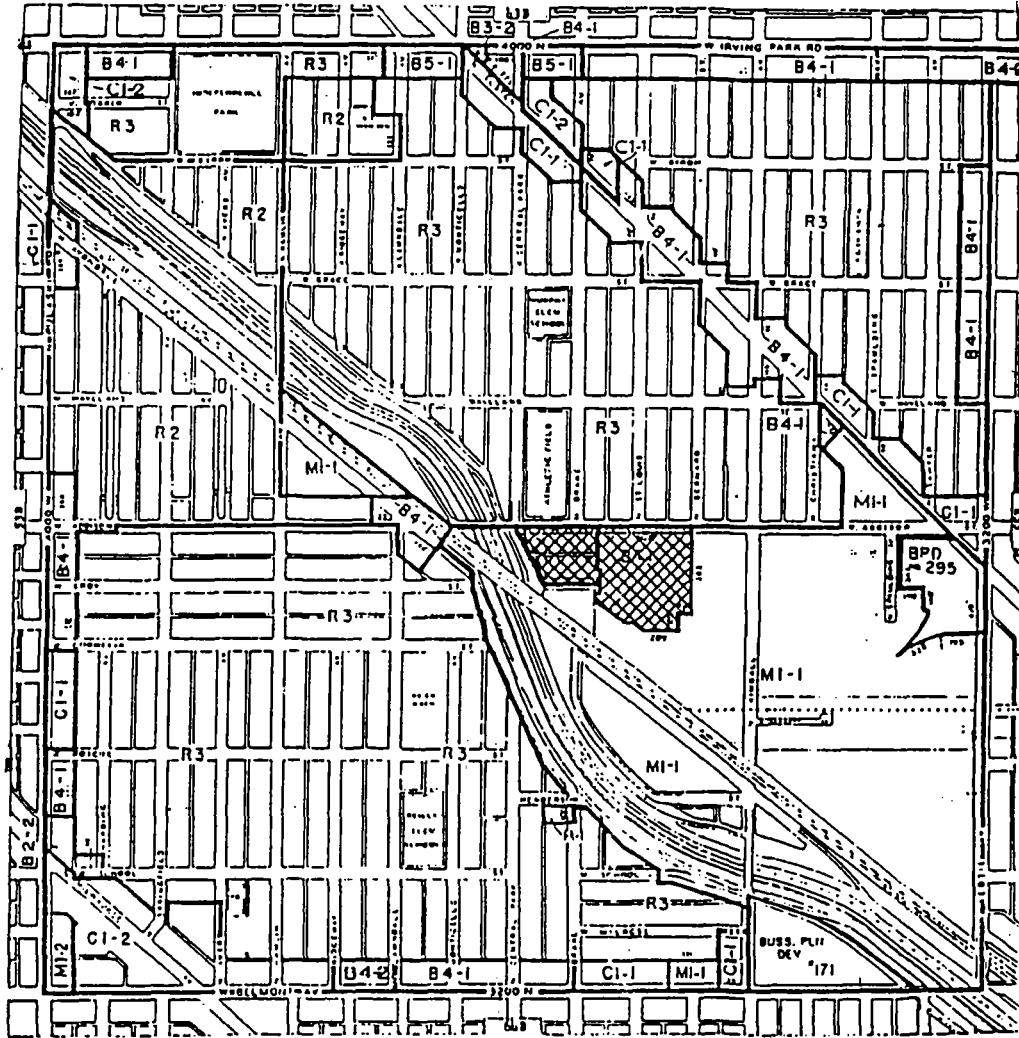
Minimum Number of Off-Street Loading Berths: 4 at 10 feet x 50 feet.

Maximum Percent of Site Coverage: In accordance with Approved Site Plan.

Minimum Required Building Setbacks: In accordance with Approved Site Plan.

Maximum Permitted Building Height: In accordance with approved Elevations Plan.

Existing Zoning And Street System Map.



LEGEND



PLANNED DEVELOPMENT



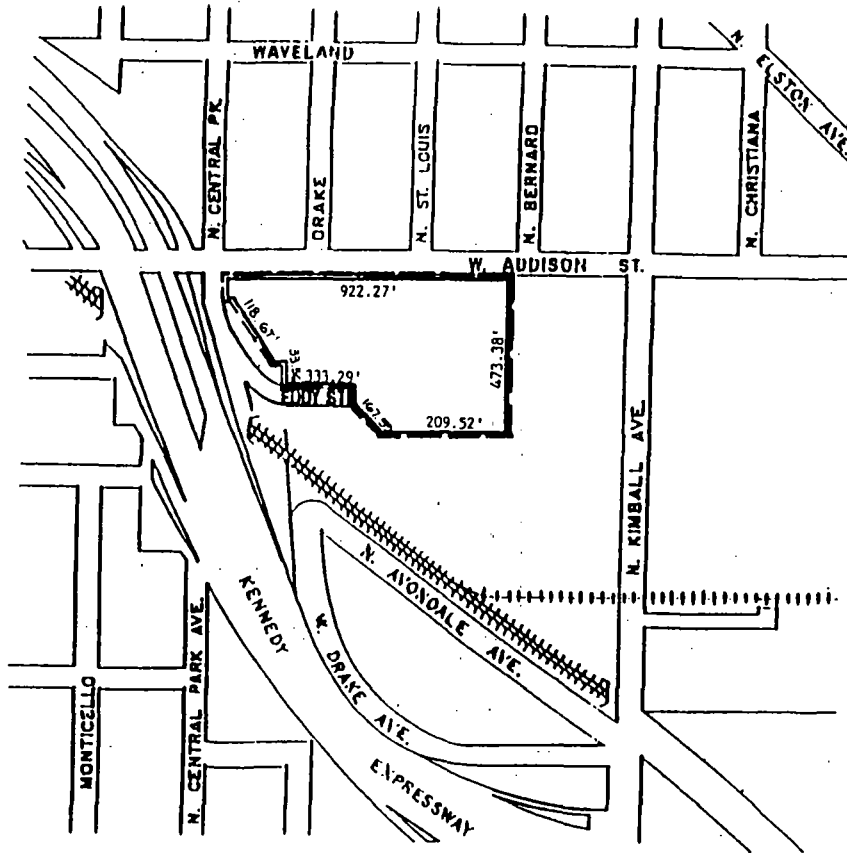
ZONING BOUNDARIES

Applicant: Kmart Corporation
a Michigan Corporation

Address: 3443-3535 Addison Street, Chicago, Illinois

Date: June 10, 1993

Property Line And Planned Development Boundary Map.



LEGEND



EXISTING PROPERTY LINE



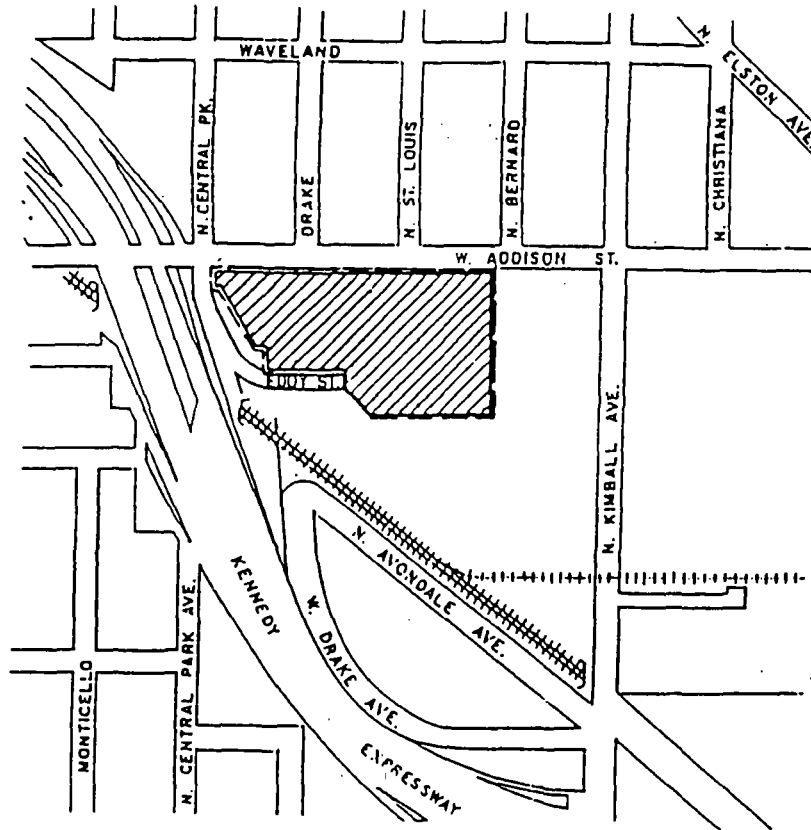
PLANNED DEVELOPMENT BOUNDARY

Applicant: Kmart Corporation
 a Michigan Corporation

Address: 3443 - 3535 Addison Street, Chicago, Illinois

Date: June 10, 1993

Generalized Land Use Map.



LEGEND

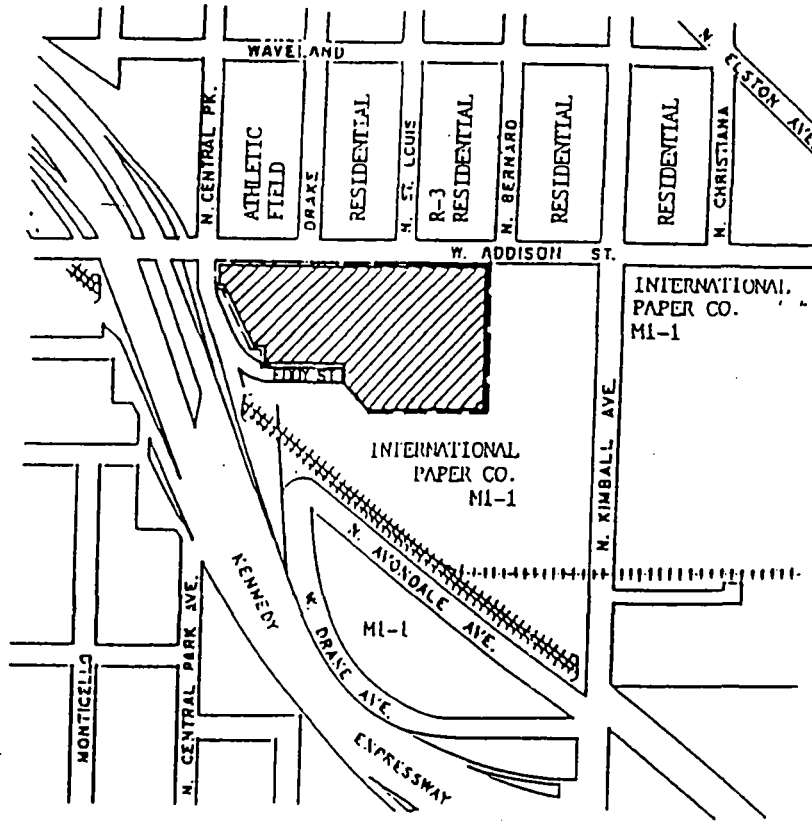
- EXISTING PROPERTY LINE
- - - PLANNED DEVELOPMENT BOUNDARY
- ▨ ANY USE PERMITTED IN STATEMENT NO. 5

Applicant: Knott Corporation
 a Michigan Corporation

Address: 3443-3535 Addison Street, Chicago, Illinois

Date: June 10, 1993

Existing Land Use Map.



LEGEND

- EXISTING PROPERTY LINE
- - - - PLANNED DEVELOPMENT BOUNDARY
- ▨▨▨▨ PLANNED DEVELOPMENT

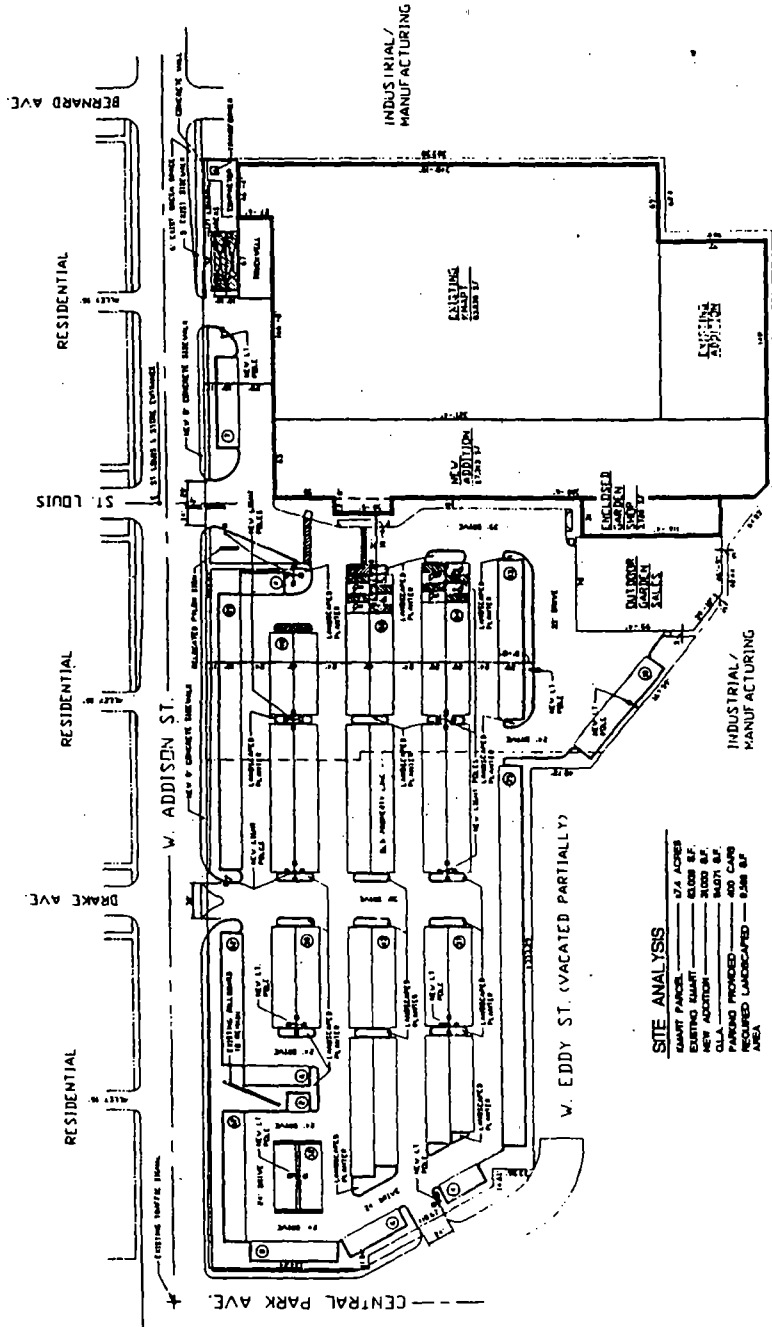
Applicant: Royal Corporation
a Michigan Corporation

Address: 3443-3535 Addison Street, Chicago, Illinois

Date: June 10, 1993

Site Plan.


Arcline Associates Ltd.
 240 South 400 Street, Suite 272, Salt Lake City, Utah 84143
 801.462.1111
 1810 S. ADDISON ST. SALT LAKE CITY, UT 84143
KMART STORE + SPT EXPANSION
 ENGINEERING PLAN
 PROJECT NO. 93001
 DATE: 7/14/93
 DRAWN BY: []
 CHECKED BY: []
 APPROVED BY: []
SPI

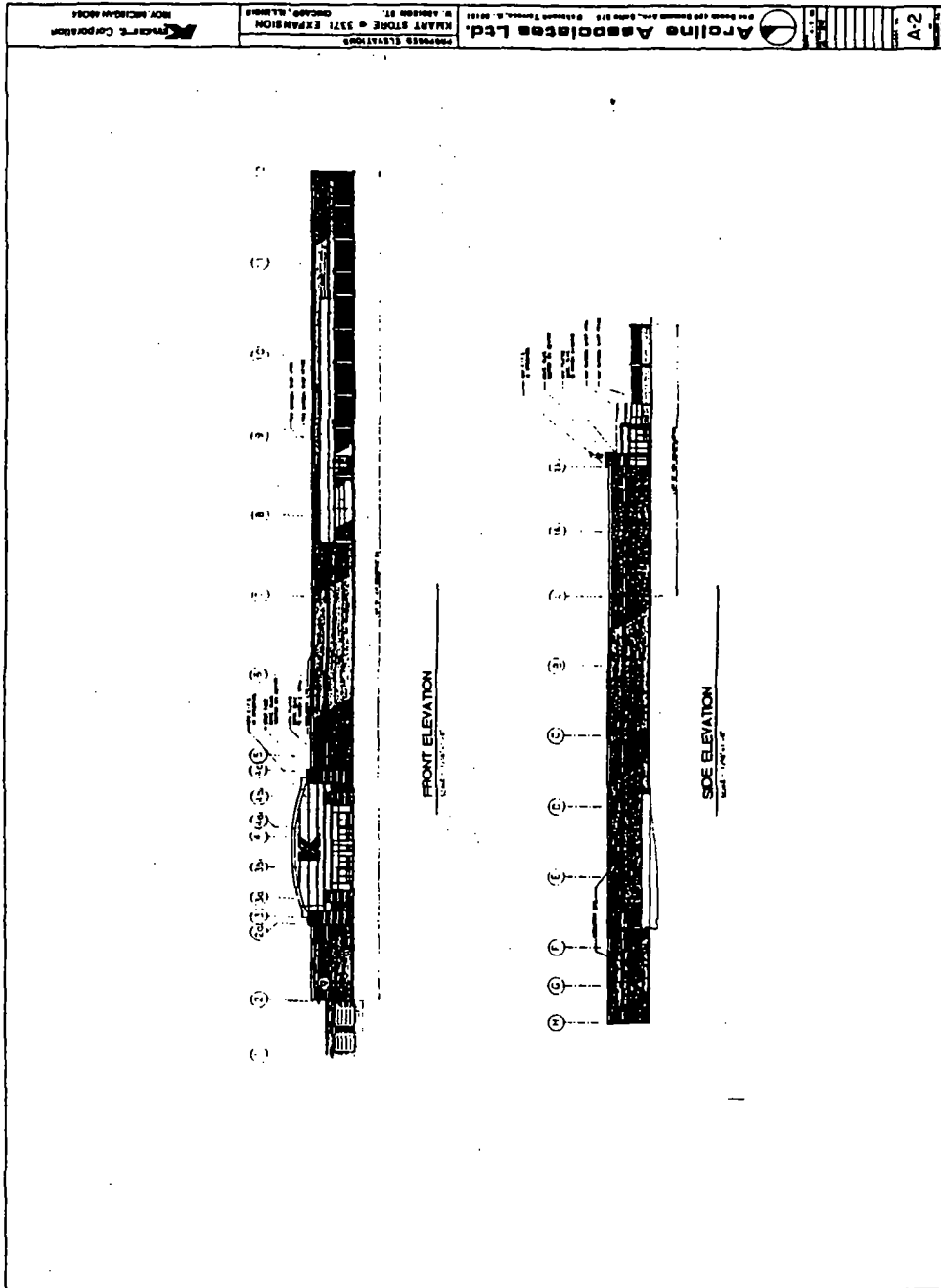


SITE ANALYSIS

QUART PARCEL	0.74 ACRES
EXISTING KMART	6000 S.F.
NEW ADDITION	18000 S.F.
PARKING PROVIDED	400 CARS
REQUIRED LANDSCAPED AREA	0.25M S.F.


 SITE PLAN
 SCALE: 1"=20'-0"

Planned Development Elevations.



Reclassification Of Area Shown On Map Number 13-P.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District and R4 General Residence District symbols and indications as shown on Map No. 13-P in the area bounded by:

West Catalpa Avenue; a line 344.34 feet west of North Delphia Avenue; a line 484.01 feet south of West Catalpa Avenue; a line 551.31 feet west of North Delphia Avenue; a line 387.80 feet south of West Catalpa Avenue; and a line 623.80 feet east of North Delphia Avenue, to a point of beginning,

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-I in the area bounded by:

the alley next north of and parallel to West 63rd Street; South Rockwell Street; West 63rd Street; and a line 58.12 feet west of and parallel to South Rockwell Street,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 16-I.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-I in the area bounded by:

the 16 foot public alley next south of and parallel to West 63rd Street; the 16 foot public alley next east of and parallel to South Kedzie Avenue; a line 292 feet south of and parallel to West 63rd Street; and South Kedzie Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 22-B in the area bounded by:

a line 80 feet, 0 inches north of and parallel to East 93rd Street; a line 75 feet, 0 inches east of and parallel to South Houston Avenue; East 93rd Street; and South Houston Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 22-B in the area bounded by:

a line 125 feet north of and parallel to the alley next north of and parallel to East 93rd Street; the alley next east of and parallel to South Houston Avenue; the alley next north of and parallel to East 93rd Street; and South Houston Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 22-B in the area bounded by:

a line 171 feet, 4 inches north of and parallel to East 93rd Street; South Houston Avenue; East 93rd Street; and the alley next west of and parallel to South Houston Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

***Action Deferred* -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY AREA SHOWN ON MAP NUMBER 5-H.**

(Adverse Committee Recommendation)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 14, 1993.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 24, 1993, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers 11098, 11093, 11077, 11049 and 10948.

Application Number 11090 failed to meet the committee's approval and was voted "do not pass".

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in area bounded by:

a line 120 feet north of and parallel to West North Avenue; North Hoyne Avenue; West North Avenue; and a line 50.25 feet west of and parallel to North Hoyne Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor and Aldermen Haithcock, Bloom, Beavers, Madrzyk, Murphy, Laski and Bialczak. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR.

TRIBUTE TO LATE MRS. PAT NIXON.

WHEREAS, Pat Nixon died on June 22, 1993, in Park Ridge, New Jersey at the age of eighty-one; and

WHEREAS, Mrs. Nixon was born Thelma Catherine Ryan on March 16, 1912, in the mining town of Ely, Nevada, and was nicknamed "Pat" by her father; and

WHEREAS, Both of her parents died by the time she was thirteen, and she worked her way through the University of Southern California, specializing in merchandising; and

WHEREAS, Because of the Depression, she abandoned her plans to become a department store buyer and took a position as a teacher at Whittier High School; and

WHEREAS, She met Richard Nixon in 1938, and married him on June 21, 1940; and

WHEREAS, Throughout Richard Nixon's political career, Pat Nixon loyally stood by him, offering support and strength in times of triumph and tragedy; and

WHEREAS, As First Lady, she hosted more events for more Americans than any of her predecessors, spent up to five hours a day answering mail, and traveled the world with her husband; and

WHEREAS, She added art and antiques to the White House collection and promoted voluntarism; and

WHEREAS, She will always be remembered for her quiet dignity and courage in troubled times and for her great loyalty to her family; and

WHEREAS, She will be greatly missed by her family and friends, and by the American people, who admired her so much; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this fourteenth day of July, 1993, do hereby honor Pat Nixon for her devotion to the people of the United States; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Pat Nixon as a token of our esteem and admiration.

**EXPRESSION OF SUPPORT FOR ESTABLISHMENT OF
JOB CORPS CENTER WITHIN CHICAGO.**

WHEREAS, The Job Corps Program, administered by the United States Department of Labor, is designed to address the multiple barriers to employment faced by severely disadvantaged youths from sixteen to twenty-four years of age; and

WHEREAS, Job Corps is designed to assist young people who both need, and can benefit from, a comprehensive combination of services provided in the residential setting of a Job Corps Center; and

WHEREAS, Job Corps is highly successful in placing sixty-nine percent of all its students in employment or in further educational programs; and

WHEREAS, For every dollar invested in Job Corps, \$1.46 is returned to society through decreased income maintenance paid for, and increased taxes paid by, Job Corps students due to their employment and increased earnings; and

WHEREAS, 97,000 Chicagoans from sixteen to twenty-four years of age live in poverty; and

WHEREAS, Only two out of every five Chicagoans from 16 to 24 years of age are employed, and twenty-three percent of Chicagoans in the Job Corps age bracket are unemployed but seeking employment; and

WHEREAS, Chicago is the largest city in the United States without a Job Corps Center; and

WHEREAS, The United States Department of Labor is currently soliciting proposals for the location of new Job Corps Centers; and

WHEREAS, One component of such proposals is an expression of support from local elected officials; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of July, 1993, do hereby express the support of the government of the City of Chicago for the development of a Job Corps Center within the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the United States Secretary of Labor.

**CONGRATULATIONS EXTENDED TO AMERICAN RED
CROSS ON ITS EFFORTS TO ASSIST STATE OF
ILLINOIS FLOOD VICTIMS.**

WHEREAS, Because of torrential downpours, the Mississippi River and its tributaries have flooded, causing widespread damage in cities and towns throughout the Midwest; and

WHEREAS, The flooding has forced the evacuation of more than 30,000 people from their homes and has caused twenty-two deaths; and

WHEREAS, Crop and property damage has been estimated at more than Two Billion Dollars in Illinois, Missouri, Iowa, Nebraska, Wisconsin, Minnesota and South Dakota; and

WHEREAS, The damage has been particularly severe in Illinois, where President Clinton has declared twelve flood-ravaged counties to be major disaster areas; and

WHEREAS, Since mid-March, more than a quarter of all Illinois counties, thirty-two of one hundred two, have been designated either state or federal disaster areas, or both; and

WHEREAS, At least eighteen Illinois towns, each with populations under 5,000, have been evacuated; and

WHEREAS, Federal inspectors in the Chicago area have estimated that flooding has caused Six Million Dollars in damage to Cook County's public infrastructure, and extensive damage to Lake County homes; and

WHEREAS, In these troubled times, flood victims have to rely on assistance from agencies like the American Red Cross to provide them with food and shelter; and

WHEREAS, The Red Cross has a long history of providing invaluable assistance to victims of devastating natural disasters including hurricanes, tornadoes and earthquakes; and

WHEREAS, The Chicago chapter of the American Red Cross is sending an emergency response vehicle to help feed Midwestern flood victims who have lost their homes and supplies; and

WHEREAS, Six national Red Cross disaster relief operations have opened in Illinois and neighboring states, and eighteen shelters have opened to house nearly five hundred people who were driven from their homes; and

WHEREAS, In addition, the Red Cross has opened ten food kitchens along the Mississippi River, and has served more than 55,000 meals to flood victims and emergency workers; and

WHEREAS, As citizens of Illinois, we must pull together during a disaster of this magnitude and recognize that it affects us all, even if we have not been directly harmed by the flooding; and

WHEREAS, We should strongly support the efforts of organizations like the Red Cross to provide relief for our neighbors throughout Illinois who have been affected by the flooding; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this fourteenth day of July, 1993, do hereby express our gratitude to the American Red Cross for its efforts to provide relief to flood victims throughout Illinois, and we urge all Chicagoans to support those efforts; and

Be It Further Resolved, That suitable copies of this resolution be presented to the American Red Cross as a token of our support and admiration.

Presented By

ALDERMAN MAZOLA (1st Ward):

TRIBUTE TO LATE MR. JAMES CALIENDO.

WHEREAS, James Caliendo recently passed away on July 9, 1993 at the age of seventy two; and

WHEREAS, James Caliendo was a life long resident of the near west side of the City of Chicago now known as the University Village; and

WHEREAS, James Caliendo leaves behind two children, five grandchildren and three great-grandchildren; and

WHEREAS, During his life time, James Caliendo instilled in his family and friends his sense of pride in his heritage and his country; now, therefore,

Be It Resolved, That the City Council of the City of Chicago extends its deepest sympathies to the family of James Caliendo.

TRIBUTE TO LATE MR. JOSEPH ZAK.

WHEREAS, On July 6, 1993 Mr. Joseph Zak died at the age of sixty-six; and

WHEREAS, Mr. Joseph Zak was a resident of the near west side of the City of Chicago since 1949; and

WHEREAS, Mr. Joseph Zak demonstrated his commitment to caring for his family by working for G.E. Medical Systems for thirty years, retiring in 1987; and

WHEREAS, Mr. Joseph Zak spent his lifetime helping those in need in his community including helping his neighbors and repairing for free items that needed repair; and

WHEREAS, Mr. Joseph Zak was universally viewed by all who knew him as a kind, generous and compassionate man who was extremely devoted to his family; and

WHEREAS, Mr. Joseph Zak leaves behind two children and three grandchildren; now, therefore,

Be It Resolved, That the members of the City Council of the City of Chicago recognize the accomplishments of Mr. Joseph Zak and offers its condolences to his family.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

**CONGRATULATIONS EXTENDED TO MR. CARL E. BONNER
ON HIS RETIREMENT FROM CHICAGO BOARD
OF EDUCATION.**

WHEREAS, Carl E. Bonner has served faithfully in the 2nd Ward as a role model for past, present and future leaders; and

WHEREAS, Carl E. Bonner, after forty-three years of dedicated service to the Board of Education, is announcing his retirement; and

WHEREAS, Carl E. Bonner, a graduate of Wendell Phillips High School in 1943, lettered in basketball, track and swimming; and

WHEREAS, Carl E. Bonner attended Fisk University, graduated in 1950 with a bachelors degree in science, and lettered in football, basketball and track; and

WHEREAS, Carl E. Bonner, from 1960 through 1992, coached the track team of Wendell Phillips High School, winning a state title in 1962; and

WHEREAS, Carl E. Bonner, while still at Wendell Phillips High School, coached the Phillips Wildcats football team to a public league title in 1973; and

WHEREAS, Carl E. Bonner was also named "Coach of the Year" in 1973; and

WHEREAS, Carl E. Bonner was selected by the *Chicago Sun-Times* as "Coach of the Year" for 1973 and 1985. He was also inducted into the State of Illinois High School Football Hall of Fame in 1989; and

WHEREAS, Carl E. Bonner states that one of his proudest moments was breaking down racial barriers for high school African-American sports officials; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize the outstanding achievements and contributions of Carl E. Bonner; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Carl E. Bonner.

Presented By

ALDERMAN BLOOM (5th Ward):

**CONGRATULATIONS EXTENDED TO MEMBERS
OF WADLINGTON FAMILY ON THEIR
FOURTEENTH ANNUAL
FAMILY REUNION.**

WHEREAS, The strength and solidity inherent in family life comprises the very foundation of our society; and

WHEREAS, Family reunions are marvelous traditions enjoyed by every nation and culture in the world; and

WHEREAS, The Wadlington family migrated to Chicago in the 1930s in pursuit of a better life and members of the Wadlington family have established themselves as productive members of the community through their work as educators, public administrators, lawyers, bus drivers, postal workers, and business people; and

WHEREAS, The Wadlington family offspring of Ann and Arther Wadlington consist of five children, including Mrs. Viola Winters who is ninety-three years old and Mrs. Lillian Carey who is ninety-two years old, thirty-one grandchildren and a host of great-grandchildren as well as great-great grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby offer our congratulations and best wishes to the Wadlington family as they enjoy their fourteenth annual family reunion; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Wadlington family.

Presented By

ALDERMAN BEAVERS (7th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
HERMAN McDONALD ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Herman McDonald, outstanding citizens of Chicago's great 7th Ward, are celebrating fifty golden years of wedded bliss August 1, 1993; and

WHEREAS, Allene and Herman McDonald were joined in holy matrimony August 2, 1943, in Chicago, and their union was blessed with four children whom they have raised here. They are now further blessed with thirteen grandchildren; and

WHEREAS, As a climax to their golden anniversary celebration, Allene and Herman McDonald are renewing their vows at Saint Anselm Roman Catholic Church at a 10:00 A.M. mass, and a festive reception will follow; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Herman McDonald on the occasion of their golden wedding anniversary, and extend to this fine couple our 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 Mr. and Mrs. Herman McDonald.

Presented By

ALDERMAN DIXON (8th Ward):

**CONGRATULATIONS EXTENDED TO MEMBERS OF FORTSON
FAMILY ON THEIR FAMILY REUNION.**

WHEREAS, Members of the Fortson family -- descendants of

Revolutionary War hero Lieutenant Thomas Fortson, Jr. (1742 -- 1824) -- are gathering this month in Chicago for a gala family reunion; and

WHEREAS, This predominantly African-American family has many members who live in Chicago and many others who come from all parts of the United States. They trace their roots as far back as England in the Seventeenth Century and mark the beginnings of their African heritage when a grandson of Lieutenant Thomas Fortson, Jr., began a 40-year relationship in the late Nineteenth Century, with a Black woman, Mirtis Fortson. Their union produced sixteen children, who inherited and have nurtured and passed on a rich and varied ethnic and cultural heritage; and

WHEREAS, Various descendants of the Fortson family relocated from Virginia to Georgia to Chicago, among them Henry and Mildred Harper and Jeanette Hailes, residents of the great 8th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby welcome the members of the Fortson family as they gather in our great City for their family reunion, and extend to them our best wishes for its success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Fortson family.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. ESTES EVANS, SR.

WHEREAS, Estes Evans, Sr. passed away on Thursday, June 24, 1993 at the age of seventy-two; and

WHEREAS, Estes Evans, Sr., beloved husband of forty-seven years to Burnerdean Blue Evans; and

WHEREAS, Estes Evans, Sr., loving father of Otho Elmaurice Estes, Jr., Linda B. (Michael Shaw), Odessa Nolin, Patricia A. (Lawrence) Dixon, and Doris M. (John) York; and

WHEREAS, Estes Evans, Sr., adored grandfather of Monica, Shenay, Shelita, Kelly, Laurence, LaTrese, Darnell and Darien; and

WHEREAS, Estes Evans, Sr., beloved brother of Reverend Clay Evans, Reverend Joseph L. Evans, Reverend Pharis D. Evans, Loudella Reid, Minnie Joe Winters and Gladys Jones; and

WHEREAS, Under the pastorate of his brother, Reverend Clay Evans, Estes Evans, Sr. was a member of the Fellowship Baptist Church, where he was appointed to the Deacon Board, and served as trustee, church treasurer, finance committee member, weekly instructor of the Teachers Class and instructor of Sunday School Class No. 14; and

WHEREAS, Estes Evans, Sr. was a veteran of World War II, serving his country as a corporal in the United States Army; and

WHEREAS, The owner and founder of Evans Funeral Home Ltd., Estes Evans, Sr. was most deservedly respected by this fellow associates in the mortuary community; and

WHEREAS, Estes Evans, Sr., past president of the National Funeral Directors and Morticians Association, the Illinois Selected Morticians Association and the Cook County Association of Funeral Home Owners, Inc.; and

WHEREAS, A loving father and husband, Estes Evans, Sr. leaves behind a wealth of treasured memories for his family, with the example of his devotion to God serving as an inspiration and comfort to all who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this fourteenth day of July in 1993, do hereby mourn the death of Estes Evans, Sr., and extend our deepest condolences to his wife, children, family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Estes Evans, Sr..

TRIBUTE TO LATE MR. RONALD I. KOZICKI.

WHEREAS, Ronald I. Kozicki passed away on Tuesday, May 18, 1993 at the age of fifty-six; and

WHEREAS, Ronald Kozicki, devoted son of Helen and the late Michael I. Kozicki; and

WHEREAS, Ronald Kozicki, loving brother of Jerome (Diane), William, Mary Joy (Ralph) Amelio and the late Michael J. (Laurentia); and

WHEREAS, Ronald Kozicki was born and raised in the 11th Ward's Bridgeport community; and

WHEREAS, Ronald Kozicki served his country as a yeoman in the United States Navy aboard the USS *Otterstetter*; and

WHEREAS, Ronald Kozicki, loyal member of the American Legion, Post 201 and AMVETS; and

WHEREAS, Ronald Kozicki, member of the Loyal Order of Moose, Lodge 1509; and

WHEREAS, Ronald Kozicki, fondly remembered uncle and great-uncle to many nieces and nephews; and

WHEREAS, Ronald Kozicki will be sorely missed by all who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this fourteenth day of July in 1993, do hereby mourn the death of Ronald I. Kozicki, and extend our deepest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Ronald I. Kozicki.

TRIBUTE TO LATE MS. EMILIA "MILLIE" SIMON.

WHEREAS, Emilia "Millie" Simon passed away on June 20 at the age of one hundred four; and

WHEREAS, Emilia "Millie" Simon, beloved sister of the late Madeline Haag, Michael Simon, Nicholas Simon, Frances Hammar, Anna Trauscht, and Peter Simon; and

WHEREAS, Emilia "Millie" Simon, beloved aunt of Florence Weingartner, Virginia Aiello, Georgianna Blaescr (deceased), Marion Hornburg, Nicholas Simon, John Simon, Anna Abbott, Lavergne Lowey,

George Hammar, Lawrence Hammar, William Hammar, Florence Kapek, Sr. Mary Geralda O.P., Sr. Mary Armella O.P., Mildred Clifford (deceased), Margaret Pierce (deceased), Peter Simon, Evelyn Better, Margaret Simon (deceased), Edward Simon and Raymond Simon; and

WHEREAS, Emilia "Millie" Simon was a lifelong resident of Chicago's Bridgeport community, residing at 2901 South Normal Avenue all of her life following her birth at that address and remaining there until her death; and

WHEREAS, A devoted parishioner of All Saints/Saint Anthony Church, Emilia "Millie" Simon attended mass daily, receiving holy communion until such time as she was no longer physically able to do so; and

WHEREAS, Emilia "Millie" Simon was a member of the Council of Catholic Women; and

WHEREAS, A loving and concerned aunt, Emilia "Millie" Simon was beloved and treasured by her numerous nieces, nephews, grandnieces and grandnephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Emilia "Millie" Simon will be greatly missed by her family and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this fourteenth day of July in 1993, do hereby mourn the death of Emilia "Millie" Simon, and extend our deepest condolences and most heartfelt sympathy to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Emilia "Millie" Simon.

**CONGRATULATIONS EXTENDED TO MR. WEBB EVANS ON HIS
INDUCTION INTO CITY OF CHICAGO'S 1993 SENIOR
CITIZEN'S HALL OF FAME.**

WHEREAS, Mr. Webb Evans was formally inducted into the City of Chicago's Senior Citizen's Hall of Fame on Thursday, May 20, 1993; and

WHEREAS, Mr. Webb Evans was one of twenty-five extraordinary Chicagoans over the age of sixty so honored that day by the City of Chicago's Department of Aging; and

WHEREAS, Mr. Webb Evans, operator of Evans Food Mart, which for twenty-five years served as an informal resource center for the surrounding community; and

WHEREAS, Mr. Webb Evans, founder of the United American Progress Association, which for more than thirty years assisted African Americans in becoming involved in business and creating jobs for the unemployed; and

WHEREAS, Mr. Webb Evans, motivational speaker and published poet; and

WHEREAS, Mr. Webb Evans, espouses the philosophy of self reliance, urging others to "just look around you and see the good things from others which you have gotten"; and

WHEREAS, Mr. Webb Evans, is a valuable resident of the City of Chicago who has made significant contributions to improving and enhancing the quality of life for others; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this fourteenth day of July in 1993, do hereby extend our heartiest congratulations to Webb Evans upon his induction into the City of Chicago's 1993 Senior Citizen's Hall of Fame and may we also extend to him our warmest wishes for continued prosperity and success; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Webb Evans.

**CONGRATULATIONS EXTENDED TO MR. ARTURO VELASQUEZ
ON HIS INDUCTION INTO CITY OF CHICAGO'S 1993
SENIOR CITIZEN'S HALL OF FAME.**

WHEREAS, Mr. Arturo Velasquez was formally inducted into the City of Chicago's Senior Citizen's Hall of Fame on Thursday, May 20, 1993; and

WHEREAS, Mr. Arturo Velasquez was one of twenty-five extraordinary Chicagoans over the age of sixty so honored that day by the City of Chicago Department of Aging; and

WHEREAS, Mr. Arturo Velasquez, retired businessman, well known throughout Chicago and the Latino community for his countless humanitarian and philanthropic efforts; and

WHEREAS, Mr. Arturo Velasquez, founder and chairman of the Bishop Placido Rodriguez Auxiliary, the Azteca Lions Club and Mexican Civic Society; and

WHEREAS, Mr. Arturo Velasquez, founder and life member of the American Legion Manuel Perez Post 1017; and

WHEREAS, Mr. Arturo Velasquez, Chairman of the Board for the Boys and Girls Clubs of Chicago for ten years; and

WHEREAS, Mr. Arturo Velasquez has lent his considerable talents to the fund-raising efforts of many fine causes which include the construction of the library at Notre Dame University, the restoration of Holy Name Cathedral, the building of the Lakeview Learning Center and the expansion of Beacon Therapeutic Treatment Center and other like endeavors too numerous to list; and

WHEREAS, For forty-nine years, Arturo Velasquez has assisted in the Cordi-Marian Settlement House, with the past fifteen as its Chairman of the Board; and

WHEREAS, Mr. Arturo Velasquez is an exemplary and invaluable resident of the City of Chicago, who has made significant contributions to improving and enhancing the quality of life in our city; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on the fourteenth day of July in 1993, do hereby extend our heartiest congratulations to Arturo Velasquez upon his induction into the City of Chicago's 1993 Senior Citizen's Hall of Fame and may we also extend to him our warmest wishes for continued prosperity and success; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Arturo Velasquez.

Presented By

ALDERMAN MADRZYK (13th Ward):

**CONGRATULATIONS EXTENDED TO MR. FRANK M. JERBICH ON
HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT
MOTOR MAINTENANCE DIVISION.**

WHEREAS, Mr. Frank M. Jerbich has announced his retirement from the

Motor Maintenance Division of the Chicago Police Department effective September 9, 1993; and

WHEREAS, Mr. Frank M. Jerbich entered City employment December 11, 1965, and in almost three decades has continuously proven himself a dedicated and productive public servant; and

WHEREAS, Symbolizing the strength and stability of family life, Frank M. Jerbich has been married to the former Isabelle Zapolsky since 1956. They have six children and six grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby offer our gratitude and heartiest congratulations to Frank M. Jerbich on the occasion of his retirement from an outstanding career of public service, and extend to him and his family our best wishes for continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Frank M. Jerbich.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. PHILIP LINES HAWLEY.

WHEREAS, Almighty God in his infinite wisdom has called Philip Lines Hawley to his eternal reward at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an educator, Mr. Hawley enlightened thousands of students with knowledge and experience, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Hawley served as an assistant professor at Loyola University in Chicago before joining as a professor of physiology at the University of Illinois College of Medicine; and

WHEREAS, Mr. Hawley also served as associate dean at the University of Illinois at Chicago Graduate School; and

WHEREAS, In recognition of his hard work and dedication, Mr. Hawley received numerous teaching awards from the student body at the University of Illinois at Chicago; and

WHEREAS, Mr. Hawley was a devoted husband to his wife, Lucy, and a loving father to his children, Luke, Benjamin and Mary, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Hawley to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Hawley will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby commemorate Philip Lines Hawley for his fruitful life, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Philip Lines Hawley.

TRIBUTE TO LATE MR. FRANK G. MARSHALL.

WHEREAS, Almighty God in his infinite wisdom has call Frank G. Marshall to his eternal reward at the age of ninety-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an attorney, Mr. Marshall upheld the finest standards of the legal profession, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Marshall, a prominent leader in the Jewish community, served as president of the Board of Jewish Education, the Anshe Emet Synagogue, the Young Men's Jewish Council, the Chicago Division of the Denver Sanitorium, the Jewish Council of Lake View and the Covenant Club of Illinois; and

WHEREAS, Mr. Marshall was also one of the founders of Roosevelt University and the American Council for Jewish Education; and

WHEREAS, In recognition of his hard work and dedication, Spertus College of Judaica conferred Mr. Marshall with an honorary doctorate and the Board of Jewish Education named their multimedia center after him; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Marshall to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Marshall will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July 1993, do hereby commemorate Frank G. Marshall for his fruitful life, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank G. Marshall.

**TRIBUTE TO LATE VILLAGE OF DOLTON MAYOR
J. MICHAEL PECK.**

WHEREAS, Almighty God in his infinite wisdom has called Mayor J. Michael Peck to his eternal reward at the age of forty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mayor Peck served as mayor of Dolton for two terms and on the Dolton Zoning Board for eight years; and

WHEREAS, While serving his terms as mayor, Mayor Peck was noted for bringing economic revitalization to the Village of Dolton; and

WHEREAS, Mayor Peck's invaluable contributions have had a tremendous effect on the Village of Dolton; and

WHEREAS, Mayor Peck's hard work and dedication should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mayor Peck to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mayor Peck will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby commemorate Mayor J. Michael Peck for his fruitful life, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mayor J. Michael Peck.

TRIBUTE TO LATE MR. JOHN J. QUAN.

WHEREAS, Almighty God in his infinite wisdom has called John J. Quan to his eternal reward at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Quan honorably and courageously served in the United States Army during World War II; and

WHEREAS, After graduating from DePaul University Law School in 1951, Mr. Quan began working as a special agent for the Federal Bureau of Investigation; and

WHEREAS, Mr. Quan also worked as an assistant United States attorney and later headed the United States Attorney's Criminal Division from 1957 until 1962; and

WHEREAS, In 1962, Mr. Quan entered private practice and became a partner in the law firm of O'Shea & Quan; and

WHEREAS, Throughout his long and distinguished career, Mr. Quan's expertise in criminal law earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Quan was a devoted husband to his wife, Terry, and a loving father to his children, Barbara Quan-Weit, Patricia Liss, Roberta Poss, Kathleen and John J. Jr., to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Quan to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Quan will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby commemorate John J. Quan for his fruitful life, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Quan.

TRIBUTE TO LATE MR. NORMAN SWENSON.

WHEREAS, Almighty God in his infinite wisdom has called Norman Swenson to his eternal reward at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Swenson honorably and courageously served in the United States Marine Corps during World War II and was involved in the capture and defense of Guadalcanal; and

WHEREAS, During his long and distinguished career, Mr. Swenson served as a church executive for the Fourth Presbyterian Church of Chicago for over twenty-five years, earning him the respect and admiration of his colleagues and parishioners; and

WHEREAS, Mr. Swenson also coordinated the building of the Church's Westminster House and Blair Chapel; and

WHEREAS, Mr. Swenson's hard work and dedication should serve as an example to all; and

WHEREAS, Mr. Swenson was a devoted husband to his wife, Marena, and a loving father to his children, Leslie, Janet, Ann, Jill Lawless, Eric, Mark and Stephen, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Swenson to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Swenson will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby commemorate Norman Swenson for his fruitful life, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Norman Swenson.

**CONGRATULATIONS EXTENDED TO MR. DON BAUM ON
HIS RETIREMENT AS DIRECTOR OF REAL ESTATE
FOR CITY OF CHICAGO.**

WHEREAS, Don Baum retired on June 30, 1993 after twelve years of service to the City of Chicago; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Edward M. Burke; and

WHEREAS, During his distinguished career, Mr. Baum's expertise in the real estate industry earned him the respect and admiration of his colleagues; and

WHEREAS, As the owner and manager of Real Estate Development from 1976 until 1981, Mr. Baum aided in the redevelopment of the northwest area of the City; and

WHEREAS, Mr. Baum began his career with the City of Chicago as the Supervisor of Compensation from 1981 to 1984; and

WHEREAS, In 1984, Mr. Baum became the Director of Real Estate for the City of Chicago, where he advised City departments, governmental agencies, nonprofit organizations and developers on real estate matters; and

WHEREAS, Mr. Baum's hard work and experience proved invaluable to the City of Chicago in its real estate transactions; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby congratulate Don Baum on the occasion of his retirement as Director of Real Estate for the City of Chicago, and do hereby wish him future success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Don Baum.

**CONGRATULATIONS EXTENDED TO MR. DONALD G. GALIVAN
ON HIS RETIREMENT FROM CITY OF CHICAGO
DEPARTMENT OF BUILDINGS.**

WHEREAS, Donald G. Galivan will retire on July 31, 1993 after more than thirty-nine years of service to the City of Chicago; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Edward M. Burke; and

WHEREAS, During his many years with the City of Chicago, Mr. Galivan had held many positions with the Department of Buildings including inspector, supervisor, civic group representative, chief of complaints, administrative representative and liaison to the Commissioner; and

WHEREAS, No matter what position he held, Mr. Galivan's expertise earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Galivan's hard work and dedication should serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby congratulate Donald G. Galivan on the occasion of his retirement from the City of Chicago Department of Buildings, and do hereby wish him future success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donald G. Galivan.

**CONGRATULATIONS EXTENDED TO MR. DONALD E. RYAN
ON HIS RETIREMENT AS DEPUTY COMMISSIONER FOR
CITY OF CHICAGO'S BUREAU OF ELECTRICITY.**

WHEREAS, Mr. Donald E. Ryan retired on June 30, 1993 with over twenty-five years of service to the City of Chicago; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Edward M. Burke; and

WHEREAS, During his long and distinguished career as an electrical operating engineer, Mr. Ryan's expertise earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Ryan began his career with the City on August 28, 1957 as a lamp maintenance man; and

WHEREAS, Mr. Ryan has held numerous jobs with the City, including an assistant load dispatcher, a junior electrical engineer, an assistant electric operating engineer, assistant general superintendent of electricity and superintendent of electrical operations; and

WHEREAS, During his many years with the City of Chicago, Mr. Ryan was promoted to deputy commissioner for the Bureau of Electricity and held that position since June 29, 1989; and

WHEREAS, Mr. Ryan's hard work and dedication should serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby congratulate Donald E. Ryan on the occasion of his retirement as deputy commissioner for the City of Chicago's Bureau of Electricity, and do hereby wish him future success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donald E. Ryan.

**CONGRATULATIONS EXTENDED TO MRS. ROSEMARY STRUPPA
ON HER RETIREMENT FROM CHICAGO
PARK DISTRICT.**

WHEREAS, Mrs. Rosemary Struppa recently celebrated her retirement from the Chicago Park District after many years of dedicated service; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Edward M. Burke; and

WHEREAS, Mrs. Struppa began her career with the Chicago Park District in 1956 and was assigned to Hamilton Park; and

WHEREAS, Mrs. Struppa later worked as a physical instructor for Neighborhood Youth Care, Bogan Park and Tarkington Park; and

WHEREAS, In 1977, Mrs. Struppa was promoted to playground supervisor at Tarkington Park and was transferred in 1985 to Marquette Park; and

WHEREAS, During her long and distinguished career with the Chicago Park District, Mrs. Struppa's hard work, commitment and dedication earned her the respect and admiration of her colleagues and should serve as an example to all; and

WHEREAS, Mrs. Struppa and her husband, Anthony, have instilled the finest traditions of family values in their children, Sharon, Mark and Mary Kay; and

WHEREAS, Mrs. Struppa's character, intelligence and compassion have had a tremendous effect on the 14th Ward and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby congratulate Rosemary Struppa on the occasion of her retirement from the Chicago Park District, and do hereby wish her future success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosemary Struppa.

**CONGRATULATIONS EXTENDED TO MR. B. KENNETH
WEST ON HIS RETIREMENT AS CHIEF
EXECUTIVE OFFICER OF HARRIS
BANKCORP, INC.**

WHEREAS, Mr. B. Kenneth West has announced that he will retire as chief executive officer of Harris Bankcorp, Inc. on September 1, 1993; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Edward M. Burke; and

WHEREAS, Mr. West began his career at Harris Bank in 1957 as an investment analyst in the Financial and Economic Research Section; and

WHEREAS, In 1976, Mr. West was named head of the Banking Department and was elected executive vice president in 1977; and

WHEREAS, Mr. West was later elected president in 1980 and chairman of the board and chief executive officer in 1984; and

WHEREAS, Mr. West's leadership is exemplified in numerous organizations as director and chairman of the 1990 United Way Crusade of Mercy Campaign, president of The University of Illinois Foundation, trustee and past chairman of board of The University of Chicago, and past member of the Federal Advisory Council; and

WHEREAS, Mr. West's talent and hard work helped Harris Bankcorp, Inc. become a key component in Chicago's economy; and

WHEREAS, Mr. West's character, intelligence and compassion has had a tremendous effect on Harris Bankcorp, Inc. and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby congratulate B. Kenneth West on the occasion of his retirement as chief executive officer of Harris Bankcorp, Inc., and do hereby wish him future success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to B. Kenneth West.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN STONE (50th Ward).**

TRIBUTE TO LATE RABBI YEHUDAH DAVID GOLDMAN.

WHEREAS, Almighty God in his infinite wisdom has called Rabbi Yehudah David Goldman to his eternal reward at the age of 103; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Rabbi Goldman became the oldest practicing rabbi in the nation, earning him the respect and admiration of his colleagues; and

WHEREAS, Rabbi Goldman was a tremendous leader to the Jewish people and served the Congregation Chevro Kadisho Machzikai Hadas for thirty years; and

WHEREAS, Rabbi Goldman, an active member in the community, dedicated much time and effort to numerous organizations, including Telshe Yeshiva, Brisk Yeshiva, Hebrew Theological College and Merkaz Harabonim; and

WHEREAS, Rabbi Goldman was president emeritus and a founder of Maos Chitim, an organization that provides food during Passover to indigent Jews; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Rabbi Goldman to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Rabbi Goldman will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of July, 1993, do hereby commemorate Rabbi Yehudah David Goldman for his fruitful life, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rabbi Yehudah David Goldman.

Presented By

ALDERMAN COLEMAN (16th Ward)

**CONGRATULATIONS EXTENDED TO THE INSTITUTE FOR
INDEPENDENT EDUCATION ON THEIR SUCCESSFUL
ENDEAVORS AND ON SELECTING CHICAGO FOR
THEIR MIDWEST REGIONAL CONFERENCE.**

WHEREAS, The Institute for Independent Education is a technical assistance and policy development organization that offers in-service workshops for teachers, administrators and parents, it identifies consultants and materials and assists schools with fund-raising, and it conducts research and public discussions on issues that affect independent education; and

WHEREAS, The Institute is committed to the following principles: quality education must come early enough in a child's career to make a difference; increasing options in education gives children an incentive to succeed; self-help in education is a cornerstone for building national partnerships; and developing young minds and the entrepreneurial skills of educators in a free market are strategically important to the future of society; and

WHEREAS, Over three hundred independent neighborhood schools are located in America's inner cities. They draw most of their enrollment from the African-American, Hispanic/Latino-American, Native-American, and Asian-American communities in which they are located. They service approximately 52,000 African-American students in thirty states, the District of Columbia, and the Virgin Islands; and

WHEREAS, These schools were created by teachers and parents who were concerned about the quality of education their children were receiving elsewhere; and

WHEREAS, Over fifty independent schools owned and operated by African-Americans and serving the Chicago area will hold a conference in Chicago on Monday, July 26, 1993 so that parents, teachers, and school administrators can learn more about educational options for their children; and

WHEREAS, The conference is the Midwest Regional Conference of the Independent Education Network and the Institute for Independent Education, a national organization headquartered in Washington, D.C.; and

WHEREAS, This year's conference, with the theme "Schools for the 21st Century" will be held at the University of Illinois at Chicago, in the Education, Communication, and Social Work Building, 1040 West Harrison Street, from 8:00 A.M. to 3:00 P.M.; and

WHEREAS, Some of the guest speakers will be Dr. Charles H. Beady, Jr., president of Piney Woods Country Life School (Mississippi), Paul J. Adams III, Providence-St. Mel School (Chicago), Dr. Elaine Mosley, Corporate Community School; Cliff Kelly, WGCI-AM; Richard Steele and Leigh Hamilton, WVAZ-FM; and Mary Denson, publisher, *The Windy City Word*; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, do hereby assemble this fourteenth day of July, in the year of Our Lord nineteen hundred and ninety-three, to extend to The Institute for Independent Education our sincerest congratulations in their endeavors and also commend them for choosing Chicago to be the host for their Midwest Regional Conference; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Institute for Independent Education.

Presented By

ALDERMAN MURPHY (18th Ward)

**CONGRATULATIONS EXTENDED TO MR. THOMAS DONEGAN ON
HIS RETIREMENT FROM CITY OF CHICAGO'S DEPARTMENT
OF STREETS AND SANITATION.**

WHEREAS, Thomas Donegan, one of the City's most dedicated and respected employees, has just retired after fifteen years of outstanding service to the people of the great City of Chicago; and

WHEREAS, Thomas Donegan joined the City's Department of Streets and Sanitation in 1978 and retired June 30, 1993; and

WHEREAS, Thomas Donegan is a vital and visible participant in his grateful south side community. A member of Saint Bede's Parish, he has long been active in the Holy Name Society there -- president from 1987 to 1991 -- and has been involved in numerous parish events and presently serves on the parish council; and

WHEREAS, Thomas Donegan and his lovely wife, Winnie, have been married since October 1, 1960, and have raised five children: Terry (Begley), Tom, Jr., Dan, Kevin and Mike, and so far have three grandchildren with whom Tom may now spend quality time; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, do hereby express our gratitude and heartiest congratulations to Thomas Donegan on the occasion of his retirement from our Department of Streets and Sanitation, as well as our best wishes for many more years of success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas Donegan.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO MR. JAMES "JIM"
COOGAN ON HIS RETIREMENT FROM CITY OF
CHICAGO'S DEPARTMENT OF WATER.**

WHEREAS, Mr. James "Jim" Coogan, a long time City employee, retired July 1, 1993 after thirty-two dedicated years of public service; and

WHEREAS, Jim began his career with the Department of Water as a plumber and was promoted to plumbing inspector, the position from which he retired; and

WHEREAS, Jim has been a plumber for forty-five years and a loyal member of the Journeyman Plumbers' Local Union 130; and

WHEREAS, Jim graduated from Leo High School where four of his sons had also graduated, and he was named Leo "Man of the Year" in 1986 and inducted into the Leo Hall of Fame in 1991; and

WHEREAS, Jim and his wife Loretta are life long residents of the southwest side of Chicago and parishioners of Saint Cajetan's Catholic Church; and

WHEREAS, Jim and Loretta's family includes their children Sheila Sreniawski, Kevin, Patrick, James, Colleen, Daniel, Maureen and eight grandchildren; and

WHEREAS, Jim's retirement will be celebrated at the Knights of Columbus Hall on Saturday, July 17, 1993 with all of his family, friends and co-workers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, hereby assembled this fourteenth day of July, 1993, do hereby congratulate and honor James "Jim" Coogan on his retirement from City service with the Chicago's Department of Water and that Jim and Loretta enjoy their retirement years together in good health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James "Jim" Coogan.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. BEATRICE GAINES.

WHEREAS, God in his infinite wisdom has called to her eternal reward Beatrice Gaines, one of Chicago's most venerable citizens at one hundred five years old; and

WHEREAS, Born October 11, 1887, in New Orleans, Louisiana, Beatrice married Frank Gaines in 1905, a blessed and happy union which lasted until Frank's death in 1979; and

WHEREAS, Beatrice and Frank Gaines came to Chicago in 1920 and resided on South Dr. Martin Luther King, Jr. Drive in the great 20th Ward since 1952. Of the three children born to her, Beatrice Gaines leaves to mourn one daughter, Ruth Bass, one granddaughter, one sister and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Beatrice Gaines, 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 Mrs. Ruth Bass.

TRIBUTE TO LATE MR. LEE OTIS JOHNSON.

WHEREAS, God in his infinite wisdom has called to his eternal reward Lee Otis Johnson, beloved citizen and friend, June 9, 1993; and

WHEREAS, Born October 21, 1899, Lee Otis Johnson has been a Chicago resident since 1925, and lived in Park Manor since 1950. A socially and politically aware citizen, Mr. Johnson for many years was a member of the 72nd and Eberhart Block Club and also an active and caring member of the Evans Avenue A.A. group since 1948; and

WHEREAS, Lee Otis Johnson retired after working over four decades at the Palmer House Hotel, and then worked as a master carpenter and trained his four grandsons in that trade, helping to maintain and to improve many homes in his grateful community; and

WHEREAS, A proud and devoted family man, Lee Otis Johnson leaves to mourn his loving daughter, Elizabeth Joan Lopez, five grandchildren and seven great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Lee Otis Johnson, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Elizabeth Joan Lopez and family.

**CONGRATULATIONS EXTENDED TO MRS. DOROTHY R. LEAVELL
ON HER TWENTY-FIFTH ANNIVERSARY AS
EDITOR/PUBLISHER OF CRUSADER
NEWSPAPERS.**

WHEREAS, Mrs. Dorothy R. Leavell is celebrating twenty-five years as editor/publisher of the Crusader Newspapers of Chicago and of Gary, Indiana, disseminating the *Chicago Crusader* and the *Gary Crusader*; and

WHEREAS, The *Chicago Crusader* is the oldest weekly and the second oldest newspaper targeted to a black audience in this City, and has been headquartered in the great 20th Ward for almost three decades. Founded fifty-three years ago by Balm L. Leavell, Jr. and Joseph H. Jefferson as an organ for the Negro Labor Relations League, it has been continuously published long after the League ceased to function. The *Gary Crusader*, founded some thirty-two years ago, is the oldest weekly newspaper in its city; and

WHEREAS, Mrs. Dorothy R. Leavell has served as editor/publisher of these outstanding weeklies since the death of her first husband, Balm L. Leavell, Jr., in 1968. Before then, she served as office manager of the newspapers from 1961 to 1964, and as business manager thereafter. As this great lady celebrates twenty-five years at the helm of these weeklies, the *Chicago Crusader* celebrates fifty-three years of newsgathering, while the *Gary Crusader* celebrates thirty-two years of service to the Indiana community; and

WHEREAS, The success of these weeklies is largely due to their founders' and Mrs. Dorothy R. Leavell's "hands-on" policy of personal attention and the maintenance of the highest journalistic standards. She, and we, take great pride in the Crusader Newspapers and their significance in the 20th Ward, and in the rest of the African-American community in Chicago and beyond; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby honor Mrs. Dorothy R. Leavell on her twenty-five years as editor/publisher of the Crusader Newspapers of Chicago and of Gary, Indiana, and extend to this outstanding citizen and journalist our very best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Dorothy R. Leavell.

Presented By

ALDERMAN LASKI (23rd Ward):

**CONGRATULATIONS EXTENDED TO MRS. GERTRUDE DE SITTER
ON HER EIGHTIETH BIRTHDAY.**

WHEREAS, On July 23, 1993, Gertrude De Sitter, a newcomer to the 23rd

Ward, will be eighty years young; and

WHEREAS, A lifelong Chicago resident, Gertrude De Sitter was raised in the Hyde Park neighborhood and moved to the southwest side in 1955 with her family. She was married many years to Frank De Sitter until his death in 1990, and has one daughter, Marilyn Schreiber, and three grandchildren, Thomas, Nancy and Barbara Schreiber. With her family and many friends, she celebrates this great occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby express our heartiest congratulations to Gertrude De Sitter on the occasion of her eightieth birthday, and extend to this fine Chicago citizen and her family 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. Gertrude De Sitter.

**CONGRATULATIONS EXTENDED TO MR. ROCCO JOSEPH MAIDA
ON HIS RETIREMENT FROM PUBLIC SERVICE.**

WHEREAS, Rocco Joseph Maida has just retired after over thirty-five years of outstanding public service with the City of Chicago; and

WHEREAS, Rocco Joseph Maida joined the then Bureau of Streets and Sanitation in 1957, and in 1965 became a laborer with the Property Management Division of the Chicago Police Department, and then promoted to engineer January 16, 1973; and

WHEREAS, Rocco Joseph Maida served his country honorably during World War II as a member of the United States Army. He has been decorated with three Overseas Service Bars, an Asiatic Pacific Campaign Medal and the Bronze Battle Star among other citations and awards; and

WHEREAS, Rocco Joseph Maida represents the strength and solidity of married life. He and his lovely wife, the former Vivian Stazzone, have been married since 1963 and have one daughter, Kathryn; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby extend our gratitude and our heartiest congratulations to Rocco Joseph Maida on the occasion of his retirement from public service, as well as our best wishes for his continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rocco Joseph Maida.

**WELCOME EXTENDED TO DIRECTOR RITA JOHNSTON AND
UNITED FEDERATION OF DOLL CLUBS, INC. ON
THEIR CONVENTION IN CHICAGO.**

WHEREAS, The United Federation of Doll Clubs, Inc., has chosen Chicago for its annual convention to be held for a three-day period beginning August 10, 1993; and

WHEREAS, The United Federation of Doll Clubs, Inc. is made up of more than 1,500 doll collectors not only from the United States but also from Canada, England, France, Germany and as far away as Australia; and

WHEREAS, The history of the United Federation of Doll Clubs, Inc. began April 27, 1937, when a group of eight women met in New York City to form its precursor, the National Doll and Toy Collectors Club. On June 23, 1949, the organization was incorporated under the laws of the State of New York, and the first convention was held in New London, Connecticut, September, 1950, and has met annually ever since; this is the third time Chicago has been chosen as the convention site. It also happens to be the home town of the organization's retiring director, Rita Johnston; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby extend a hearty welcome to the United Federation of Doll Clubs, Inc., which convenes in Chicago August 10 to 12, 1993, and wish all the members, especially its retiring director Rita Johnston, fulfillment and enjoyment in our great City; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the United Federation of Doll Clubs, Inc..

Presented By

ALDERMAN MILLER (24th Ward):

TRIBUTE TO LATE MR. WILLIAM B. FANNIEL.

WHEREAS, God in his infinite wisdom has called William B. Fanniel to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Jesse L. Miller, Jr.; and

WHEREAS, A lifelong community activist as well as being instrumental in organizing the Pyramidwest Development Corporation (now Boulevard Management), a local housing community organization in North Lawndale providing housing for over 4,000 residents, on whose Board he served until his death; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July 1993, A.D., do hereby express our sorrow on the death of Mr. William B. Fanniel, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Fanniel family.

**CONGRATULATIONS EXTENDED TO SAINT AGATHA
CATHOLIC CHURCH ON ITS ONE
HUNDREDTH ANNIVERSARY.**

WHEREAS, This is the one hundredth anniversary of Saint Agatha Catholic Church; and

WHEREAS, From its very beginnings, Saint Agatha Parish has been committed to the people living in its local community; and

WHEREAS, Saint Agatha has been directly involved with the improvements of its surrounding area by instituting a food pantry, organizing a resident organization for better living conditions within their buildings, being one of the founding members of the Westside Isiah Plan (250 units of low-income housing on the westside in which 50 units are already up), as well as administrating programs such as scouts, housing and

legal clinics, counseling and S.A.F.E. -- a not-for-profit organization meeting the special needs of the children and families in the North Lawndale community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July 1993, A.D., do hereby congratulate Saint Agatha Catholic Church on their "100th Year Anniversary -- A Century of Stewardship" and extend to them our best wishes for continued accomplishments and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Michael T. Ivers and Saint Agatha Catholic Church.

Presented By

ALDERMAN BIALCZAK (30th Ward):

**CONGRATULATIONS EXTENDED TO THE POLISH MUSEUM
OF AMERICA ON CELEBRATION OF THEIR
ANNUAL SUMMER BALL.**

WHEREAS, The Polish Museum of America is one of the oldest ethnic museums in Chicago, having been officially dedicated in January, 1937 as the Archives and Museum of the Polish Roman Catholic Union of America; and

WHEREAS, The Museum preserves the artistic, cultural, historic and literary heritage of Poles in America and throughout the world; being used extensively by students and researchers of Polish and Polish American history; and

WHEREAS, The major permanent exhibits of The Polish Museum of America consist of the Paderewski Collection, the Kosciuszko Collection, the Helena Modrzejewska (Modjeska) Collection, memorabilia of Polish Americans, a collection of Polish folklore, an art gallery, and the Polonica Library and Archives; and

WHEREAS, An annual summer ball in honor of The Polish Museum of America will be held on Friday, the twenty-third of July, 1993 at the Starlight Inn in Schiller Park, Illinois; and

WHEREAS, Congratulations are extended to Edward G. Dykla, Chairman, and the Executive Committee of the Polish Museum of America as well as all committee members, with best wishes for a successful event; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby extend our gratitude and congratulations to The Polish Museum of America as they celebrate their annual summer ball; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and given to Alderman Carole Bialczak (Co-Chairman) to be presented to Edward G. Dykla at the annual summer ball.

Presented By

ALDERMAN BANKS (36th Ward):

**GRATITUDE EXTENDED TO PARAMEDICS JOHN WODZISZ
AND BRENDAN HATCH FOR THEIR OUTSTANDING
DISPLAY OF CITIZENSHIP.**

WHEREAS, On May 13, 1993, when an armored truck unwittingly dumped five packed money bags near the end of the Stevenson Expressway in Chicago, many motorists skidded to sudden stops, emerged from their vehicles in great danger, greedily scooped up as many bills as they could, and swiftly and illegally disappeared. Two citizens, however, placed themselves in the same danger but retrieved the cash and turned it over to the authorities. They are Paramedics Brendan Hatch and John Wodzisz, employees of Tower Ambulance Company; and

WHEREAS, Paramedics John Wodzisz and Brendan Hatch displayed great valor, honesty and citizenship when they saw the rear door of the armored truck open and the bags of money spill out on the expressway. They were able to retrieve a bag containing \$120,000.00 and to turn it in at the 11th Street Police Headquarters; and

WHEREAS, John Wodzisz, a lifelong resident of Chicago's great 38th Ward, and his partner, Brendan Hatch are both emergency medical technicians and are deserving of our praise for their uncommon honesty in this situation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do

hereby express our gratitude to Paramedics John Wodzisz and Brendan Hatch for their outstanding display of citizenship, and extend to these gentlemen our very best wishes for happiness and prosperity in the future; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to John Wodzisz and Brendan Hatch.

Presented By

ALDERMAN DOHERTY (41st Ward):

**CONGRATULATIONS EXTENDED TO CAPTAIN
WILLIAM F. MORAN ON HIS RETIREMENT
FROM CHICAGO POLICE
DEPARTMENT.**

WHEREAS, Chicago Police Captain William F. Moran has retired after a long and distinguished career in public service; and

WHEREAS, After serving several years as a member of the Chicago Fire Department, William F. Moran joined the Chicago Police Department, where he worked in many phases and positions up to the rank of captain; and

WHEREAS, A lifelong Chicagoan, Captain William F. Moran was an outstanding Chicago policeman for thirty-five years and retired February 16, 1993, to spend quality time with his family, which includes his children, Catherine and William F., Jr., and his brother, Chicago Police Captain Ronald T. Moran of the 13th District; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby extend our gratitude and our congratulations to Chicago Police Captain William F. Moran on the occasion of his retirement, and express to this fine citizen our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to retired Chicago Police Captain William F. Moran.

Presented By

ALDERMAN M. SMITH (48th Ward):

**CONGRATULATIONS EXTENDED TO MR. HAROLD L. BRANDON
ON HIS RETIREMENT FROM PUBLIC SERVICE.**

WHEREAS, His many friends and admirers gathered to honor Harold L. Brandon July 1, 1993, on the occasion of his retirement after twenty-eight years with the City of Chicago and the past twenty years with its Department of Revenue; and

WHEREAS, The Revenue Department's deputy director of license and tax administration since 1984, Harold L. Brandon has operated responsibly and efficiently, exemplifying the highest standards of public service. He has held many capacities in that Department, including interim director in 1988. Earlier, in the late 1970s and early 1980s, he was instrumental in converting the Department from a manual operation to a fully automated system; and

WHEREAS, Harold L. Brandon has brought uncommon skills and expertise to the City's Revenue Department. In addition to holding a bachelor of science in accounting and a master's degree in finance, he holds certificates from the City of Chicago's Supervisory Management and Executive Development Training Program; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby extend our gratitude and our congratulations to Harold L. Brandon as he retires after almost three decades of outstanding public service, as well as our best wishes for continuing prosperity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Harold L. Brandon.

**CONGRATULATIONS EXTENDED TO MR. DAVID G. ROTH
ON RECEIVING 1993 EDWIN CUDECKI AMERICAN
PLURALISM AWARD FROM ILLINOIS
ETHNIC COALITION.**

WHEREAS, On Thursday, July 15, 1993, David G. Roth will be one of the

recipients of The Illinois Ethnic Coalition's 1993 Edwin Cudecki American Pluralism Award; and

WHEREAS, This prestigious award is named in honor and memory of Edwin Cudecki, who served as the director of the Bureau of Foreign Languages of the Chicago Public Schools and as the first Chair of Illinois Ethnic Coalition (I.E.C.). I.E.C. was established in 1971, and one of its co-founders was David G. Roth; and

WHEREAS, David G. Roth has devoted many years to upholding and energizing the solid principles of democracy. He has been chosen for this award "in recognition of his boundless energy, knowledge and leadership in building multi-ethnic alliances"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of July, 1993, A.D., do hereby offer our deepest expressions of gratitude and congratulations to David G. Roth, one of the recipients of the 1993 Edwin Cudecki American Pluralism Award presented by the Illinois Ethnic Coalition, and extend to this much respected citizen our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David G. Roth.

**CELEBRATION OF SAINT ANDREW'S GREEK ORTHODOX
CHURCH ANNUAL GREEK FESTIVAL ON
JULY 11, 1993.**

WHEREAS, July 11, 1993, was the date for one of the highlights of Chicago's summer season: the annual Greek Festival sponsored by Saint Andrew's Greek Orthodox Church at 5649 North Sheridan Road in Chicago's great 48th Ward; and

WHEREAS, Festive in the true sense, Saint Andrew's Greek Festival provides a unique opportunity to follow its motto: "Be Greek for a day!" and to enjoy entertainment, games, rides, and dancing, music and delicious food with a beloved Greek slant. This is justifiably one of the year's most eagerly anticipated events, and Saint Andrew's invites Chicagoans and visitors alike to participate; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in assembly, do hereby call to public attention

the wonderful annual Greek Festival sponsored by Saint Andrew's Greek Orthodox Church, 5649 North Sheridan Road, to take place July 11, 1993, as one of the most enjoyable events of the season; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Andrew's Greek Orthodox Church.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

*Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FARY</i> (12th Ward)	West 46th Street, at 1551 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>MADRZYK</i> (13th Ward)	South Pulaski Road, at 6242 -- 4:00 P.M. to 10:00 P.M. -- daily;
<i>BIALCZAK</i> (30th Ward)	West Montrose Avenue, at 3925 -- 11:00 A.M. to 10:00 P.M. -- daily (no parking);
<i>GABINSKI</i> (32nd Ward)	North Western Avenue, at 2009 -- 9:00 A.M. to 6:00 P.M. -- no exceptions;
<i>MELL</i> (33rd Ward)	West Irving Park Road, at 3315 -- 3317 -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (no parking); West Irving Park Road, at 3449 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (no parking);
<i>LAURINO</i> (39th Ward)	North Pulaski Road (on West Wilson Avenue side) at 4567, for a distance of 25 feet -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>NATARUS</i> (42nd Ward)	East Delaware Street, at 132 -- at all times -- daily (tow-away zone for valet services);

Alderman

Location, Distance And Time

	North Franklin Street, at 900 -- 11:30 A.M. to 2:00 A.M. -- Monday through Saturday (tow-away zone for valet services);
	West North Avenue, at 227 (in lieu of two meters) 8:00 A.M. to 7:00 P.M. -- daily (tow-away zone);
	North Wells Street, at 633 (on both North Wells and West Erie Street sides of the building) -- at all times -- daily (tow-away zone);
<i>EISENDRATH</i> (43rd Ward)	West Armitage Avenue, at 950 -- 952 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);
<i>STONE</i> for <i>HANSEN</i> (44th Ward)	North Halsted Street, at 2911 -- 5:00 P.M. to 11:00 P.M. -- Tuesday through Sunday (no parking/valet services);
<i>SHILLER</i> (46th Ward)	West Wilson Avenue, at 1145, for a distance of 25 feet -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday (except for handicapped) public benefit.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT 3625
WEST DEVON AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Devon Avenue, at 3625", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT 1825
NORTH LINCOLN AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Lincoln Avenue, at 1825", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON PORTIONS OF
SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
NATARUS (42nd Ward)	North Wells Street, from West Erie Street to West Ontario Street -- southerly;
LEVAR (45th Ward)	North Mobile Avenue, in the 6200 and 6300 blocks -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION IN 8100 BLOCK
OF SOUTH DOBSON AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "South Dobson Avenue, in the 8100 block", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS ON PORTION
OF WEST 46TH STREET.

Alderman Fary (12th Ward) presented a proposed order to cause the removal of parking meters 28122, 28266 and 28267 located in front of 1551 West 46th Street, for the establishment of a loading zone, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>E. SMITH</i> for <i>BURRELL</i> (29th Ward)	North Mason Avenue, from West Corcoran Place to the first alley south thereof -- two hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>SUAREZ</i> (31st Ward)	North Monticello Avenue (east side) from West Fullerton Avenue to the first alley south thereof -- one hour limit -- 8:00 A.M. to 9:00 P.M..
<i>DOHERTY</i> (41st Ward)	West Higgins Avenue (north side) in the 6900 block -- two hour limit -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances and a proposed order to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>MAZOLA</i> (1st Ward)	South Carpenter Street, at 903 (except for handicapped); West Lexington Street, at 1200 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Michigan Avenue, at 8009 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Phillips Avenue, at 7841 (except for handicapped); South Saginaw Avenue, at 9329 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Cregier Avenue, at 8825 (except for handicapped); South Dorchester Avenue, at 8804 (except for handicapped);
<i>SHAW</i> (9th Ward)	South Calumet Avenue, at 10123 (except for handicapped); South Parnell Avenue, at 12718 (except for handicapped); South Wentworth Avenue, at 12046 (except for handicapped);

Alderman

Location And Distance

East 117th Street, at 23 (except for handicapped);

BUCHANAN (10th Ward)

South Avenue E, at 10642 (except for handicapped);

South Avenue J, at 9809 (except for handicapped);

South Avenue L, at 10632 (except for handicapped);

South Avenue N, at 10356 (except for handicapped);

South Buffalo Avenue, at 10945 (except for handicapped);

South Jeffery Avenue, at 9212 (except for handicapped);

South Jeffery Avenue, at 9341 (except for handicapped);

HUELS (11th Ward)

South Emerald Avenue, at 3012 (except for handicapped);

South Seeley Avenue, at 3640 (except for handicapped);

West 42nd Place, at 454 (except for handicapped);

West 43rd Street, at 2507 (except for handicapped);

FARY (12th Ward)

South Wood Street, at 4734 (except for handicapped);

MADRZYK (13th Ward)

South Menard Avenue, at 6104 (except for handicapped);

Alderman	Location And Distance
<i>JONES</i> (15th Ward)	South Honore Street, at 7026 (except for handicapped);
<i>COLEMAN</i> (16th Ward)	South Aberdeen Street, at 5321 (except for handicapped); South Bishop Street, at 5420 (except for handicapped); South Elizabeth Street, at 5919 (except for handicapped); South Parnell Avenue, at 6710 (except for handicapped); South Wood Street, at 5427 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Lowe Avenue, at 7921 (except for handicapped);
<i>MURPHY</i> (18th Ward)	West 81st Street, at 2607 (except for handicapped);
<i>TROUTMAN</i> (20th Ward)	South Indiana Avenue, at 6822 (except for handicapped);
<i>EVANS</i> (21st Ward)	South Carpenter Street, at 11308 (except for handicapped); South Green Street, at 9536 (except for handicapped); West 110th Place, at 1422 (except for handicapped);
<i>LASKI</i> (23rd Ward)	South Komensky Avenue, at 4716 (except for handicapped);

Alderman

Location And Distance

	South Monitor Avenue, at 5135 (except for handicapped);
	South Tripp Street, at 4729 (except for handicapped);
<i>OCASIO</i> for <i>MEDRANO</i> (25th Ward)	West 18th Place, at 1521 (except for handicapped);
	West 24th Street, at 220 (except for handicapped);
<i>E. SMITH</i> (28th Ward)	West Monroe Street, at 4457 (except for handicapped);
	West West End Avenue, at 4248 (except for handicapped);
	South Whipple Street, at 32 (except for handicapped);
<i>E. SMITH</i> for <i>BURRELL</i> (29th Ward)	West Monroe Street, at 5429 (except for handicapped);
<i>BIALCZAK</i> (30th Ward)	North Linder Avenue, at 2455 (except for handicapped);
	North Menard Avenue, at 2937 (except for handicapped);
<i>SUAREZ</i> (31st Ward)	North Central Park Avenue, at 1516 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	North Hoyne Avenue, at 1053 (except for handicapped);
	West Le Moyne Street, at 1743 (except for handicapped);

Alderman	Location And Distance
	West Lyndale Avenue, at 2233 (except for handicapped);
MELL (33rd Ward)	West Belden Avenue, at 3007 (except for handicapped);
AUSTIN (34th Ward)	South Bishop Street, at 11840 (except for handicapped); South Elizabeth Street, at 11536 (except for handicapped); South Laflin Street, at 12144 (except for handicapped); South Normal Avenue, at 11222 (except for handicapped); South Wentworth Avenue, at 10405 (except for handicapped); West 109th Place, at 21 (except for handicapped);
WOJCIK (35th Ward)	North Springfield Avenue, at 2551 (except for handicapped); North St. Louis Avenue, at 3922 (except for handicapped);
BANKS (36th Ward)	North Mont Clare Avenue, at 2649 (except for handicapped); North Oketo Avenue, at 3542 (except for handicapped);
GILES (37th Ward)	West Hirsch Street, at 4047 (except for handicapped);

Alderman	Location And Distance
<i>LAURINO</i> (39th Ward)	West Ainslie Street, at 3343 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Fairfield Avenue, at 5730 (except for handicapped);
<i>EISENDRATH</i> (43rd Ward)	North Burling Street, at 2534 (except for handicapped); North Janssen Avenue (east side) from a point 340 feet south of West Diversey Avenue, to a point 327 feet south thereof (tow zone); North Lincoln Park West, at 1960 (except for handicapped);
<i>STONE</i> for <i>HANSEN</i> (44th Ward)	West Nelson Street (north side) from North Dayton Street to North Wilton Avenue (tow zone);
<i>SCHULTER</i> (47th Ward)	West Argyle Street, at 2556 (except for handicapped);
<i>M. SMITH</i> (48th Ward)	West Catalpa Street (north side) from North Broadway east to the alley (except for handicapped);
<i>STONE</i> (50th Ward)	North Artesian Avenue, at 6039 (except for handicapped);

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3334 WEST AINSLIE AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a

previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Ainslie Avenue, at 3334 (Handicapped Permit 1653)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10334 SOUTH AVENUE G.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue G, at 10334 (Handicapped Permit 5871)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10415 SOUTH AVENUE G.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue G, at 10415 (Handicapped Permit 4897)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
11054 SOUTH AVENUE O.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South

Avenue O, at 11054 (Handicapped Permit 5015)", which was *Referred to the Committee on Traffic Control and Safety.*

***Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1321 WEST FARGO AVENUE.**

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Fargo Avenue, at 1321 (Handicapped Permit 5443)", which was *Referred to the Committee on Traffic Control and Safety.*

***Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1231 WEST LILL AVENUE.**

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Lill Avenue, at 1231 (Handicapped Permit 4885)", which was *Referred to the Committee on Traffic Control and Safety.*

***Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2618 NORTH MENARD AVENUE.**

Alderman Bialczak (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Menard Avenue, at 2618 (Handicapped Permit 6199)", which was *Referred to the Committee on Traffic Control and Safety.*

***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3322 NORTH OZARK AVENUE.**

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Ozark Avenue, at 3322 (Handicapped Permit 7123)", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3518 NORTH RUTHERFORD AVENUE.**

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 2, 1987 (Council Journal of Proceedings, page 39227) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Rutherford Avenue, at 3518 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3306 SOUTH SEELEY AVENUE.**

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Seeley Avenue, at 3306 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5316 SOUTH WASHTENAW AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Washtenaw Avenue, at 5316 (Handicapped Permit 3725)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
721 WEST 48TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 48th Street, at 721 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON
PORTION OF SOUTH ADA STREET.

Alderman Mazola (1st Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, page 23400) which prohibited parking at all times on both sides of South Ada Street, from the south property line of West Cabrini Street to a point 90 feet south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF WEST ARTHINGTON STREET.**

Alderman Mazola (1st Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, page 23400) which prohibited parking at all times on both sides of West Arthington Street, from the west property line of South Ada Street to a point 90 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF SOUTH LYTLE STREET.**

Alderman Mazola (1st Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, page 23400) which prohibited parking at all times on both sides of South Lytle Street, from the south property line of West Cabrini Street to a point 90 feet south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF SOUTH CHRISTIANA AVENUE.**

Alderman Miller (24th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on various public ways during specified hours by striking the words: "South Christiana Avenue, in the 1400 block -- no parking -- 8:00 A.M. to 4:30 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH CLOSED TO
VEHICULAR TRAFFIC PORTIONS OF SPECIFIED
STREETS.

Alderman Mazola (1st Ward) presented three proposed ordinances to amend an ordinance passed by the City Council on November 6, 1992 (Council Journal of Proceedings, page 23408) which closed to vehicular traffic portions of specified public ways by striking the words: "South Ada Street, at the south property line of West Cabrini Street (92-0995)"; "West Arthington Street, at the west property line of South Ada Street (92-0993)"; and "South Lytle Street, at the south property line of West Cabrini Street (92-0994)", which were *Referred to the Committee on Traffic Control and Safety*.

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>MURPHY</i> (18th Ward)	West 80th Place (both sides) in the 3800 block -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>SUAREZ</i> (31st Ward)	West Montana Street (both sides) from the first alley west of North Cicero Avenue to North Lamont Avenue -- at all times;
<i>MELL</i> (33rd Ward)	North St. Louis Avenue (both sides) between West Irving Park Road and North Elston Avenue -- at all times;

Alderman	Location, Distance And Time
WOJCIK (35th Ward)	North Avondale Avenue (west side) in the 3500 block -- at all times;
BANKS (36th Ward)	North Oriole Avenue (both sides) in the 3400 block -- at all times;
ALLEN (38th Ward)	West Eastwood Avenue (south side) between North Austin Avenue and North Meade Avenue -- at all times;
DOHERTY (41st Ward)	North Olcott Avenue (west side) from West Devon Avenue to the first alley north thereof -- at all times (Zone 63).

***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF
SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.**

Alderman Steele (6th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 16, 1992 (Council Journal of Proceedings, page 21096) which established residential permit parking zones on portions of specified public ways by striking the words: "South Dr. Martin Luther King, Jr. Drive (both sides) in the 7500 block -- Friday, Saturday and Sunday -- at all times" and inserting in lieu thereof: "South Dr. Martin Luther King, Jr. Drive (both sides) in the 7500 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST WEST END AVENUE.***

Alderman E. Smith for Alderman Burrell (29th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 19, 1992 (Council Journal of Proceedings, page 21096) which established residential permit parking zones on portions of specified public ways by striking the words: "West West End Avenue (both sides) from North Mayfield Avenue to North Austin Avenue (Zone 149)" and inserting in lieu thereof: "West West End Avenue (north side) from North Mayfield Avenue to North Austin Avenue and (south side) from North Mason Avenue to North Austin Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

***Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.***

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>SUAREZ</i> (31st Ward)	North Monticello Avenue, (east side) from West Fullerton Avenue to the first alley south thereof;
<i>BANKS</i> (36th Ward)	West Grand Avenue (north side) between North Normandy Avenue and North Rutherford Avenue;
	West Grand Avenue (north side) between North Rutherford Avenue and North Oak Park Avenue;
	West Grand Avenue (south side) from North Normandy Avenue to North Rutherford Avenue;

Alderman

Location And Distance

West Grand Avenue (south side) from North Oak Park Avenue to the end of the parking lot east thereof (approximately midway between North Oak Park Avenue and North Rutherford Avenue);

North Meade Avenue (west side) alongside of 6101 West Belmont Avenue;

North Oak Park Avenue (east side) from West Grand Avenue to the first alley south thereof;

North Oak Park Avenue (east side) between North Normandy Avenue and North Rutherford Avenue;

DOHERTY (41st Ward)

North Harlem Avenue, alongside 6756.

Referred -- ESTABLISHMENT OF TWENTY MILE PER HOUR SPEED LIMIT ON SPECIFIED STREETS.

Alderman Rugai (19th Ward) presented three proposed ordinances to limit the speed of vehicles to twenty miles per hour on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Campbell Avenue, from West 103rd Street to West 111th Street;

South Leavitt Street, from West 95th Street to West 107th Street; and

South Lothair Avenue, from West 111th Street to West 115th Street.

Referred -- AUTHORIZATION TO CONDUCT SURVEY FOR
INSTALLATION OF APPROPRIATE TRAFFIC
CONTROL SIGNALS AT INTERSECTION
OF WEST ADDISON STREET AND
NORTH KIMBALL AVENUE.

Alderman Wojcik (35th Ward) presented a proposed order directing the Commissioner of Transportation to conduct a survey regarding the installation of appropriate traffic control signals at the intersection of West Addison Street and North Kimball Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION TO CONDUCT SURVEY FOR
INSTALLATION OF APPROPRIATE TRAFFIC SIGNS
AND/OR SIGNALS AT INTERSECTION OF WEST
ADDISON STREET AND NORTH
LOCKWOOD AVENUE.

Alderman Allen (38th Ward) presented a proposed order directing the Commissioner of Transportation to conduct a survey regarding the installation of appropriate traffic signs and/or signals at the intersection of West Addison Street and North Lockwood Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION TO CONDUCT SURVEY FOR
INSTALLATION OF APPROPRIATE TRAFFIC SIGNS
AND/OR SIGNALS AT INTERSECTION OF NORTH
WHIPPLE STREET AND NORTH
ELSTON AVENUE.

Alderman Mell (33rd Ward) presented a proposed order directing the Commissioner of Transportation to conduct a survey regarding the installation of appropriate traffic signs and/or signals at the intersection of North Whipple Street and North Elston Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders and a proposed ordinance 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>MAZOLA</i> (1st Ward)	Michigan Avenue, at East Madison Street -- "U Turn Permitted";
<i>DIXON</i> (8th Ward)	South Jeffery Avenue, at East 78th Street -- "Stop"; East 93rd Street and South University Avenue -- "Stop";
<i>HUELS</i> (11th Ward)	West 37th Place and South Sangamon Street -- "Two-Way Stop";
<i>MADRZYK</i> (13th Ward)	West 63rd Street, at South Kedvale Avenue and at South Komensky Avenue -- "No Left Turn -- Monday Through Friday -- 4:00 P.M. To 6:00 P.M."; South Kostner Avenue, at 6100 -- "All Way Stop";
<i>RUGAI</i> (19th Ward)	South California Avenue (east side) from West 111th Street north to first alley -- "No Parking Anytime";

Alderman	Location And Type Of Sign
	South Kedzie Avenue, between 10351 and 10355 -- daily -- 9:00 A.M. to 7:00 P.M. -- "One Hour Parking";
	West 95th Street, between South Pleasant Avenue and South Winchester Avenue -- "One Hour Parking";
	West 95th Street, between 1801 and 1809 -- "One Hour Parking";
	West 105th Place, at South Drake Avenue -- "Stop";
	West 112th Place, at South St. Louis Avenue -- "Stop";
<i>MILLER</i> (24th Ward)	South Albany Avenue and West Polk Street -- "Four-Way Stop";
<i>E. SMITH</i> (28th Ward)	South Kenneth Avenue and West Lexington Street -- "All-Way Stop";
	South Kostner Avenue, at West Lexington Street -- "Stop";
<i>BIALCZAK</i> (30th Ward)	West Parker Avenue, at North Leclaire Avenue -- "Stop";
<i>BIALCZAK</i> (30th Ward) and <i>SUAREZ</i> (31st Ward)	West Parker Avenue, at North Lamon Avenue -- "Stop";
<i>MELL</i> (33rd Ward)	North California Avenue and West Berteau Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
<i>BANKS</i> (36th Ward)	North Richmond Street and West Sunnyside Avenue -- "Three-Way Stop"; West Grace Street, at North Plainfield Avenue -- "Stop"; West Irving Park Road, at North Pittsburgh Avenue -- "Stop"; North Moody Avenue and West Wabansia Avenue -- "Stop"; North Pittsburgh Avenue and North Forest Preserve Drive -- "Stop";
<i>ALLEN</i> (38th Ward)	West Berteau Avenue, at North Mango Avenue -- "Stop"; West Grace Street and North Lamon Avenue -- "Stop";
<i>DOHERTY</i> (41st Ward)	North Oketo Avenue and North Onarga Avenue -- "Stop"; North Odell Avenue and North Onarga Avenue -- "Stop";
<i>LEVAR</i> (45th Ward)	North Lavergne Avenue and West Belle Plaine Avenue -- "Stop";
<i>SHILLER</i> (46th Ward)	West Montrose Avenue and North Hazel Street -- "Four-Way Stop";

Alderman	Location And Type Of Sign
<i>MOORE</i> (49th Ward)	West Rogers Avenue and North Paulina Street -- "All-Way Stop";
<i>STONE</i> (50th Ward)	North Campbell Avenue and North Maplewood Avenue, from West Fargo Avenue to West Birchwood Avenue -- "Through Traffic Prohibited".

Referred -- AUTHORIZATION FOR INSTALLATION OF "RESIDENTIAL PERMIT PARKING ZONE 156" SIGNS ON PORTION OF NORTH ALGONQUIN AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance authorizing the Director of Parking Management to install "Residential Permit Parking Zone 156" signs on North Algonquin Avenue, between North Tahoma Avenue and North Hiawatha Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMITATION FOR VEHICLES ON PORTION OF SOUTH LOTHAIR AVENUE.

Alderman Rugai (19th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on South Lothair Avenue, from West 111th Street to West 115th Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented two 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 BUCHANAN (10th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District and C1-1 Restricted Commercial District the area shown on Map No. 20-A bounded by:

East 83rd Street; South Mackinaw Avenue; East 84th Street; the alley next east of and parallel to South Mackinaw Avenue; a line 72 feet south of and parallel to East 84th Street; South Greenbay Avenue; East 85th Street; the alley next east of and parallel to South Mackinaw Avenue; East 86th Street; and the alley next west of and parallel to South Buffalo Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify a B3-1 General Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 5-K bounded by:

the alley next north of and parallel to West North Avenue; North Kedvale Avenue; West North Avenue; and a line 68 feet west of and parallel to North Kedvale Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented fifty-eight proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
<i>STEELE</i> (6th Ward)	Chatham Grove Condominium Association;
<i>DIXON</i> (8th Ward)	801 -- 803 East 87th Place Condo Association; 8220 -- 8226 South Jeffery Condominium Association;
<i>MURPHY</i> (18th Ward)	7800 South Winchester Condominium Association;
<i>LASKI</i> (23rd Ward)	Mr. Michael Francis Burke; Ms. Renee B. Burke;
<i>BIALCZAK</i> (30th Ward)	Mr. James Perry Guldrandsen;
<i>MELL</i> (33rd Ward)	Adelaide R. Yanow;
<i>BANKS</i> (36th Ward)	Nottingham Manor Condominium Association; Mr. Abraham D. Santiago;

Alderman	Claimant
ALLEN (38th Ward)	Addison Manor Condominium; Ridgemoor Estates Condominium Association IV; Ridgemoor Estates Condominium Association VI, Incorporated (2);
LAURINO (39th Ward)	Mr. Ralph Eber;
O'CONNOR (40th Ward)	Granville Courts Condominium Association; North Damen Square Condominium; Mr. Thomas Scheidt;
DOHERTY (41st Ward)	Edison Park Condo Association (3); Northwest Terrace Building No. 1;
NATARUS (42nd Ward)	Marina Towers Condominium Association; Michigan Building Corporation (2); One East Scott Condominium Association; Plaza on DeWitt Condominium Association; 6 -- 12 Scott Cooperative Apartments, Incorporated (2); 1200 North Lake Shore Condominium Association (2);
HANSEN (44th Ward)	Belmont Harbor 1 Condominium;

Alderman**Claimant****LEVAR (45th Ward)****2800 Lake Shore Drive
Condominium Association;****Carouselcourts Condominium
Association;****Le Cour Condominium;****Rosedale Condominium Association;****SHILLER (46th Ward)****The Waterford Condominium
Association;****663 West Grace Condominium
Association;****720 Gordon Terrace Condominium
Association;****4343 Clarendon Condominium
Association (2);****SCHULTER (47th Ward)****4414 -- 4416 North Ashland
Condominium Association,
Incorporated (3);****M. SMITH (48th Ward)****5757 North Sheridan Road
Condominium Association;****MOORE (49th Ward)****Cape Hayes Condominium
Association;****Granville Syndicate;****Lifestyle II Condo Association;****Pratt Shore Condo Association;****Riviera Condominium;****7721 -- 7723 Sheridan Road Condo
Association;**

Alderman

Claimant

STONE (50th Ward)

1442 -- 1444 West Fargo
Condominium Association;

Ivy Courte Condominium
Association;

Park Gables Apartment Homes,
Incorporated;

Mr. Mitchell Stein;

Stone Terrace Condominium
Association;

Mr. John Thedos;

6500 North Ridge Condo
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MAZOLA (1st Ward):

**REFUND OF PERMIT FEES TO DE PAUL UNIVERSITY FOR
REMODELING OF EXISTING STRUCTURE AT 301
AND 333 SOUTH STATE STREET.**

A proposed order reading as follows:

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$320,160.75 to DePaul University, representing payment of the below-listed permit fees for remodeling of their existing structure of the approved plans:

Permit Number	Amount	Location
762012	\$217,369.75	333 South State Street
2254710	24,660.00	333 South State Street
2256794	1,450.00	333 South State Street
750006	1,969.00	333 South State Street
749873	322.00	301 South State Street
766007	48,034.00	333 South State Street
769097	24,277.00	333 South State Street
City interior (Fire Prev.)	375.00	333 South State Street
City interior (Fire Prev.)	54.00	333 South State Street
771724	1,650.50	333 South State Street

Alderman Mazola 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 Mazola, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY ART INSTITUTE
OF CHICAGO.

Also, a proposed ordinance requiring the Art Institute of Chicago to pay a Ten Dollar license fee for each of the special police employed at 111 South Michigan Avenue, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO RICHARD'S DELI,
INCORPORATED FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Richard's Deli, Incorporated to maintain and use a portion of the public way adjacent to 185 North Wabash Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Lawrence Craelius -- to maintain and use a loading platform and canopy adjacent to 1100 West Fulton Street;

Illinois Auto Truck Company -- to maintain and use conduits under and across South Wabash Avenue, connecting the premises at 2617 South Wabash Avenue with the premises at 2624 South Wabash Avenue;

Mr. Emil Wolper -- to construct, maintain and use space for operation of a shoe shine parlor, food store and storage area adjacent to the subsurface METRA Terminal at 151 North Michigan Avenue; and

122 South Michigan Building -- to maintain and use vaulted sidewalk space adjacent to its property at 122 South Michigan Avenue.

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
220 SOUTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Women's Association for The Chicago Symphony Orchestra to conduct a sidewalk sale at 220 South Michigan Avenue, for the period extending June 28 through June 30, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive certain fees for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Chicago New Eastside Art Works -- for the period extending August 20 through August 22, 1993 (Itinerant Merchant License fees); and

1993 Chicago Black Family Reunion Celebration, sponsored by the National Council of Negro Women -- to be held at Arvey Field in Grant Park on July 17 and 18, 1993 (all departmental fees and sureties).

***Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.**

Also, four proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Dayton-Hudson Corporation -- for four canopies at 111 North State Street;

Hufford Furniture Company -- for one canopy at 310 West Washington Street;

K.D.K. Vivo Restaurant, Inc. -- for one canopy at 838 West Randolph Street; and

Pier I Imports (U.S.), Inc. -- for one canopy at 34 North Wabash Avenue.

Presented By

**ALDERMAN MAZOLA (1st Ward),
ALDERMAN LASKI (23rd Ward) And
ALDERMAN M. SMITH (48th Ward):**

**CHICAGO CONGRESSIONAL DELEGATION URGED TO
SUPPORT REAL ESTATE PACKAGE CONTAINED
IN HOUSE OF REPRESENTATIVES' BUDGET
RECONCILIATION ACT OF 1993.**

A proposed resolution reading as follows:

WHEREAS, The City of Chicago has earned its reputation as a world class city; and

WHEREAS, Our dazzling commercial buildings and the strength of Chicago's neighborhoods have contributed greatly to this reputation; and

WHEREAS, Changes in federal tax laws in 1986 led to disinvestment in real estate, not only in Chicago, but throughout the country; and

WHEREAS, The United States Congress approved two tax bills in 1992 which contained several tax changes which would have helped the real estate industry recover from such disinvestment; and

WHEREAS, Former President Bush vetoed both of these measures despite the extensive need for such tax relief for Americans; and

WHEREAS, The United States House of Representatives, once again, included a strong real estate package in the House approved Budget Reconciliation Act of 1993 ("House approved version"); and

WHEREAS, Ways and Means Chairman, Dan Rostenkowski, led the charge for this inclusion of a strong real estate package; and

WHEREAS, The United States Senate approved a version which: 1) failed to include any provision on debt restructuring; 2) did not permanently extend the mortgage revenue bond program; and 3) scaled back the passive loss reform changes made in the House; and

WHEREAS, The real estate package contained in the "House approved version" will help a struggling real estate industry revive and help lead the nation in its economic recovery; and

WHEREAS, The conferees begin meeting this week to reconcile differences between the House and Senate versions of the Budget Reconciliation Act of 1993; and

WHEREAS, The "House approved version" contains a far stronger real estate package which will benefit property owners in Chicago; now, therefore,

Be It Resolved, That the Mayor and members of the City Council do hereby urge the Chicago Congressional delegation to strongly support the real estate package contained in the "House approved version"; and

Be It Further Resolved, That a copy of this resolution be forwarded to Chairman Rostenkowski to demonstrate the City of Chicago's strong support for the real estate package contained in the "House approved version".

Alderman Mazola 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 Mazola, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- EXEMPTION OF THE NEIGHBORHOOD INSTITUTE
FROM ALL 1993 CITY FEES UNDER NOT-FOR-PROFIT
STATUS.

A proposed ordinance providing inclusive exemption from all 1993 city permit and license fees to The Neighborhood Institute under its not-for-profit status, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN BLOOM (5th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 2, CHAPTER 92 OF MUNICIPAL
CODE OF CHICAGO TO INCLUDE CONTRACTS WHERE CITY
RECEIVES COMPENSATION WITHIN MINORITY- AND
WOMEN-OWNED BUSINESS PROCUREMENT
PROGRAM.

A proposed ordinance presented by Aldermen Bloom, Steele, Shaw, Watson,

E. Smith and Shiller, to amend Title 2, Chapter 92 of the Municipal Code of Chicago, the Minority- and Women-Owned Business Enterprise Procurement Program, by adding to Section 420 a new paragraph entitled Paragraph (F) to include within the definition of "Contracts" those contracts where the City of Chicago receives compensation, and by adding a new Section 421 entitled "Determination of Contract Value" which defines contract value as the award to be expended by the City for goods and services plus the amount of compensation, if any, received by the City, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- DESIGNATION OF AUGUST 21 -- 28, 1993 AS "FREEDOM
COLORS DREAM WEEK IN CHICAGO" IN CONJUNCTION
WITH GLOBAL COMMITTEE COMMEMORATING KING
DAYS OF RESPECT NINTH ANNUAL DREAM
DAY CELEBRATION AND
QUEST/PARADE.

Also, a proposed resolution, presented by Aldermen Bloom, Steele, Beavers, Dixon, Jones, Coleman, Streeter, Troutman, Watson and Shiller, to designate August 21 through August 28, 1993 as "Freedom Colors Dream Week In Chicago" to coincide with various activities scheduled for the Ninth Annual Dream Day Celebration and Quest/Parade sponsored by the Global Committee Commemorating King Days of Respect, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STEELE (6th Ward):

**CONGRATULATIONS EXTENDED TO REVEREND GEORGE LIGGINS
AND EVANGELISTIC CRUSADERS CHURCH OF GOD IN CHRIST
ON THEIR TWENTIETH ANNIVERSARY AND JULY 18, 1993
DECLARED "REVEREND GEORGE LIGGINS
DAY IN CHICAGO".**

A proposed resolution reading as follows:

WHEREAS, From July 9 through July 18, 1993, the Crusaders Church family celebrates the twentieth anniversary of the Reverend George Liggins as founder and pastor of the Evangelistic Crusaders Church of God in Christ, 9046 South Cottage Grove Avenue on Chicago's great south side; and

WHEREAS, During the past two decades, Pastor George Liggins has seen his congregation as well as his church facility expand into major community forces. Last March, this grateful and active congregation marched into their new church and saw the immediate conversion of their former warehouse site into the Crusaders Banquet Hall, at 9033 South Cottage Grove Avenue; and

WHEREAS, Reverend George Liggins has always been mindful of the importance of a solid and productive community, and as a spiritual leader has inspired many citizens to seek better lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago hereby salute the Reverend George Liggins and his Evangelistic Crusaders Church of God in Christ on the twentieth anniversary of this outstanding religious institution; and in keeping with the occasion do hereby declare that Sunday, July 18, 1993, be known as "Reverend George Liggins Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend George Liggins.

Alderman Steele 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 Steele, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF
ALLEYLIGHT BEHIND 8240 SOUTH STONY
ISLAND AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 8240 South Stony Island Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF
STREETLIGHTS AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Transportation to give consideration to the installation of streetlights in front of the premises at the locations specified, which were *Referred to the Committee on Finance*, as follows:

546 East 134th Street; and

333 East 136th Street.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF WEST 99TH PLACE AS
"CAROLYN GRAYSON PLACE".

Also, a proposed order directing the Commissioner of Transportation to give

consideration to conferring the honorary designation of "Carolyn Grayson Place" on that part of West 99th Place, from South Eggleston Avenue to South Normal Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- GRANT OF PRIVILEGE TO FORD MOTOR COMPANY
TO CONSTRUCT, INSTALL AND MAINTAIN PEDESTRIAN
BRIDGE OVER AND ACROSS EAST 130TH
STREET, WEST OF SOUTH TORRENCE
AVENUE.

A proposed ordinance to grant permission and authority to the Ford Motor Company to construct, install and maintain a pedestrian bridge over and across East 130th Street, west of South Torrence Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
PERMIT FEES AND ITINERANT MERCHANT LICENSE
FEES FOR PARTICIPANTS IN EAST SIDE
OLD FASHION DAYS SIDEWALK SALE.

Also, two proposed orders authorizing the Director of Revenue to waive the Food Vendor Permit fees and Itinerant Merchant License fees for participants in the East Side Old Fashion Days Sidewalk Sale to be held on South Ewing Avenue, between East 105th and East 106th Streets, for the period extending July 16 and 17, 1993, which were *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- EXEMPTION OF DANIELSON FOOD PRODUCTS, INC.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT 205 WEST
ROOT STREET.

A proposed ordinance to exempt Danielson Food Products, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 205 West Root Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF SOUTH GRATTEN AVENUE FOR CONDUCT OF
BENTON HOUSE COMMUNITY SETTLEMENT
DAY CAMP.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Benton House Community Settlement Day Camp to close to traffic that part of South Gratten Avenue, from 3034 to 3052, from 9:00 A.M. to 4:00 P.M., for the period extending July 6 through August 13, 1993, Monday through Friday, for the conduct of a day camp, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF WEST 46TH PLACE AS
"MC INERNEY CORNER".

Also, a proposed order directing the Commissioner of Transportation to give consideration to conferring the honorary designation of "Mc Inerney Corner" to

that part of West 46th Place, from South Wallace Avenue to the first alley west thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FARY (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4330 SOUTH CALIFORNIA AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Gaidas-Daimid Funeral Directors, Ltd. to construct, maintain and use one canopy to be attached to the building or structure at 4330 South California Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN JONES (15th Ward)
And OTHERS:**

Referred -- PUBLIC BUILDING COMMISSION OF CHICAGO URGED TO
PROCEED WITH EXPANSION PROJECT FOR CHICAGO HIGH
SCHOOL FOR AGRICULTURAL SCIENCES.

A proposed resolution, presented by Aldermen Jones, Shaw, Streeter, Watson and E. Smith, urging the Public Building Commission to finalize preliminary work and begin construction on the proposed expansion project for the Chicago High School for Agricultural Sciences and to present a status report on the timetable involved for the project to the Committee on Education, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- GRANT OF PRIVILEGE TO OAKDALE COVENANT CHURCH TO CONSTRUCT, INSTALL, MAINTAIN AND USE PORTION OF PUBLIC WAY ADJACENT TO 9440 SOUTH VINCENNES AVENUE FOR DIAGONAL PARKING.

A proposed ordinance to grant permission and authority to Oakdale Covenant Church to construct, install, maintain and use a portion of the public right-of-way on South Vincennes Avenue, between West 94th and West 95th Streets for diagonal parking, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR INSTALLATION OF "REV. I. W. WILLIAMS STREET" HONORARY STREET SIGNS ON PORTION OF SOUTH LOWE STREET.

Also, a proposed ordinance directing the Commissioner of Transportation to install "Rev. I. W. Williams Street" honorary street signs on that part of South Lowe Street, from West 76th Street to West 79th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 13, CHAPTER 168, SECTION 080 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT CONSTRUCTION OF NEW STRUCTURES OR BUILDINGS WITHOUT FIRST OBTAINING REQUIRED PERMITS FROM DEPARTMENTS OF WATER AND SEWERS.

A proposed ordinance to amend Title 13, Chapter 168, Section 080 of the

Municipal Code of Chicago by prohibiting construction of any new building or structure without first obtaining required approval and permits from the Departments of Water and Sewers, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN
AREA BOUNDED BY EAST 63RD STREET, EAST 64TH STREET
EXTENDED, SOUTH DREXEL AVENUE AND SOUTH
INGLESIDE AVENUE.**

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the north 50.0 feet, more or less, of the north/south 16 foot public alley in the area bounded by East 63rd Street, East 64th Street extended, South Drexel Avenue and South Ingleside Avenue for Robert Hughes (File No. 23-20-93-1769); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Troutman 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 Troutman, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Referred -- AUTHORIZATION FOR INSTALLATION OF HONORARY
STREET SIGNS ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Also, two proposed ordinances directing the Commissioner of Transportation to install honorary street signs along the public ways specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Maryland Avenue, between the 6300 and 6700 blocks -- to be known as "Dr. Charles G. Hayes Drive"; and

East 65th Street, between South Cottage Grove Avenue and South Kimbark Avenue -- to be known as "Cosmopolitan Church of Prayer Drive".

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
INSTALLATION OF "REVEREND F. W. WILLIAMS DRIVE"
HONORARY STREET SIGNS ON PORTION OF
SOUTH KENWOOD AVENUE.

Also, a proposed ordinance directing the Commissioner of Transportation to amend an ordinance which authorized the installation of "Reverend F. W. Williams Drive" honorary street signs on portion of South Kenwood Avenue, from East 61st Street to East 62nd Street by striking therefrom the words: "East 62nd Street" and inserting in lieu thereof the words: "East 63rd Street", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- AUTHORIZATION FOR INSTALLATION OF
HONORARY STREET SIGNS ON PORTIONS OF
SPECIFIED PUBLIC WAYS.

Two proposed orders directing the Commissioner of Transportation to install honorary street signs along the public ways specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Central Park Avenue, from West Harrison Street to West Cermak Road -- to be known as "Cleodia and John O'Quinn Avenue"; and

West Cermak Road, from South Kedzie Avenue to South Pulaski Road -- to be known as "Reverend Charles E. Robinson Road".

Referred -- COMMITTEE ON FINANCE URGED TO HOLD
PUBLIC HEARINGS ON ESTABLISHMENT
OF PROPERTY TAX DEFERMENT
PROGRAM FOR SENIOR
CITIZENS.

Also, a proposed resolution urging the Committee on Finance to hold public hearings on the establishment of a property tax deferment program for senior citizens whose annual incomes are \$25,000 or less, whereby 5% of property taxes due would be deferred pending the sale of the property or the death of the homeowner, as the case may be, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN WATSON (27th Ward):

**DRAFTING OF ORDINANCE FOR VACATION AND OPENING OF
PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST ADAMS
STREET, WEST JACKSON BOULEVARD, SOUTH
ASHLAND AVENUE AND SOUTH
LAFLIN STREET.**

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all of the east 90.0 feet of the first east/west 12 foot public alley south of West Adams Street and providing for the opening of an east/west 16 foot public alley running west from South Laflin Street located 4.7 feet south of and parallel to the east/west 12 foot public alley to be vacated in the block bounded by West Adams Street, West Jackson Boulevard, South Ashland Avenue and South Laflin Street for the Department of Planning and Development (File No. 17-1-93-1763); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Watson 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 Watson, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

**MAYOR RICHARD M. DALEY URGED TO SUBMIT PROPOSAL TO
FEDERAL GOVERNMENT FOR FUNDING UNDER "MINI-JOB
STIMULUS" PACKAGE TO BE USED FOR HIRING OF
ADDITIONAL POLICE PERSONNEL.**

Also, a proposed resolution reading as follows:

WHEREAS, On July 2, 1993, President Clinton signed a supplemental appropriations bill into law, providing, among other things, 150 Million Dollars for the hiring of new police; and

WHEREAS, Chicago will have to compete with many other cities and towns throughout the United States for its share of this money; and

WHEREAS, In view of our high crime rate and the need for increases in police personnel throughout Chicago, the City must act swiftly and definitively toward presenting a proposal that would yield the most money possible under this new "Mini-Job Stimulus" package; now, therefore,

Be It Resolved, That the Mayor and the appropriate officials of the City of Chicago act immediately toward presenting a proposal to the federal government for monies from the President's Mini-Job Stimulus Law to be used for the hiring of new police personnel for the City, and that such proposal accommodate input from the members of the City Council to the end that each of Chicago's fifty wards benefit as need requires.

Alderman Watson 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 Watson, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Presented By

ALDERMAN E. SMITH (28th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST
VAN BUREN STREET AND PUBLIC ALLEY IN BLOCK
BOUNDED BY WEST VAN BUREN STREET,
DWIGHT D. EISENHOWER EXPRESSWAY,
SOUTH SPAULDING AVENUE AND
SOUTH KEDZIE 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 West Van Buren Street, between South Spaulding Avenue and South Kedzie Avenue; also, the north 124.90 feet of the north/south 16 foot public alley in the block bounded by West Van Buren Street, the Eisenhower Expressway, South Spaulding Avenue and South Kedzie Avenue for the Chicago Transit Authority (No. 14-28-90-1538) said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman E. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

***Referred*-- ISSUANCE OF PERMITS TO MANLEY HIGH SCHOOL
TO INSTALL, MAINTAIN AND USE HANDICAPPED
RAMP, MANHOLE AND RELATED PIPING
ALONG WEST POLK STREET.**

Also, a proposed order directing the Commissioner of Transportation and the Director of Revenue to issue the necessary permits, free of charge, to Manley High School to install, maintain and use a handicapped ramp, manhole and related piping along portion of West Polk Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN BURRELL (29th Ward):

***Referred*-- PERMISSION TO HOLD SIDEWALK SALE
AT 5901 WEST DIVISION STREET.**

A proposed order, presented by Alderman E. Smith, directing the Commissioner of Transportation to grant permission to Heather's Bedding Company, in care of Ms. Rwillla Gregory, to conduct a sidewalk sale at 5901 West Division Street, every Friday and Saturday, for the period extending July 23 through August 7, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN SUAREZ (31st Ward):

***Referred*-- PROHIBITION OF PEDDLING IN AREA
BOUNDED BY WEST WRIGHTWOOD AVENUE,
NORTH CICERO AVENUE, WEST
FULLERTON AVENUE AND
NORTH LAMON AVENUE.**

A proposed ordinance prohibiting peddling of merchandise in the area

generally bounded by West Wrightwood Avenue, North Cicero Avenue, West Fullerton Avenue and North Lamont Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF WEST NORTH AVENUE AS
"LUIS A. FERRE AVENUE".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that portion of West North Avenue, from North Pulaski Road to North Kostner Avenue as "Luis A. Ferre Avenue", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO RIVERWEST CITI HOMES
TO CONSTRUCT, INSTALL AND MAINTAIN FENCES
ADJACENT TO 921 -- 933 NORTH RACINE AVENUE.

A proposed ordinance to grant permission and authority to Riverwest Citi Homes to construct, install, maintain and use fences along the public right-of-way adjacent to 921 -- 933 North Racine Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF NORTH HOYNE AVENUE FOR CONDUCT
OF CHILDREN'S PROGRAM.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Hoyne Wesleyan Church, in care of Mr. Melvin Bronson, to

close to traffic the 900 block of North Hoyne Avenue, for the period extending August 16 through August 22, 1993, for the conduct of a children's program, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1801 WEST AUGUSTA BOULEVARD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Al Cruzer La Casa, Inc. to construct, maintain and use canopy to be attached to the building or structure at 1801 West Augusta Boulevard, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward) And
ALDERMAN BIALCZAK (30th Ward):

Referred -- AUTHORIZATION FOR INSTALLATION OF
"SIG SAKOWICZ DRIVE" HONORARY STREET
SIGNS ON PORTION OF WEST
WABANSIA AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to install "Sig Sakowicz Drive" honorary street signs on that part of West Wabansia Avenue, from North Winchester Avenue to North Damen Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN WOJCIK (35th Ward):

Referred -- COMMITTEE ON PARKS AND RECREATION URGED
TO HOLD HEARINGS REGARDING RECREATION
OPPORTUNITIES AND SAFETY IN
CHICAGO PARKS.

A proposed resolution urging the Committee on Parks and Recreation to hold hearings and to request the members of the Chicago Park District to appear before the committee to discuss means of improving the recreation opportunities for the citizens of Chicago and to address safety issues related to using the parks, which was *Referred to the Committee on Parks and Recreation*.

Referred -- CHICAGO POLICE SUPERINTENDENT MATT RODRIGUEZ
URGED TO CONSIDER ENACTMENT OF COMMUNITY
POLICING IN 14TH, 17TH AND 25TH
POLICE DISTRICTS.

Also, a proposed resolution urging Chicago Police Superintendent Matt Rodriguez to give consideration to the enactment of community policing in the 14th, 17th and 25th Police Districts, which was *Referred to the Committee on Police and Fire*.

Presented By

**ALDERMAN WOJCIK (35th Ward) And
ALDERMAN DIXON (8th Ward):**

Referred -- EXPRESSION OF SUPPORT FOR ESTABLISHMENT
OF NATIONAL VETERANS CEMETERY AT
FORT SHERIDAN.

A proposed resolution declaring full support by the City Council to the United States Department of Veterans Affairs in their efforts to obtain the

former army base at Fort Sheridan for use as a National Veterans Cemetery, which was *Referred to the Committee on Human Relations.*

Presented By

ALDERMAN BANKS (36th Ward):

***Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
LICENSE FEES FOR PARTICIPANTS IN SAINT
WILLIAM CHURCH ANNUAL SUMMERFEST.***

A proposed order authorizing the Director of Revenue to waive the Food Vendor License fees for the participants in Saint William Church Annual Summerfest to be held on that part of West Wrightwood Avenue, between North Nordica Avenue and North Newland Avenue, for the period extending August 23 through August 30, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

***Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST WRIGHTWOOD AVENUE FOR CONDUCT
OF SAINT WILLIAM CHURCH
ANNUAL SUMMERFEST.***

Also, a proposed order directing the Commissioner of Transportation to grant permission to Saint William Church to close to traffic that part of West Wrightwood Avenue, between North Nordica Avenue and North Newland Avenue, for the period extending August 22 through August 30, 1993, for the conduct of their annual summerfest, which was *Referred to the Committee on Special Events and Cultural Affairs.*

***Referred -- APPROVAL OF PROPERTY AT 2035 NORTH
NARRAGANSETT AVENUE AS CLASS 6(b) AND
ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.***

Also, a proposed resolution to approve the property at 2035 North

Narragansett Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Estate Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- EXEMPTION OF ACACIA PARK AUTO BODY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 7615 WEST IRVING PARK ROAD.

A proposed ordinance to exempt Acacia Park Auto Body from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7615 West Irving Park Road, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

EXPRESSION OF SUPPORT FOR EFFORTS BY BOARD OF
EDUCATION TO PROVIDE ALTERNATIVE LEARNING
SITES FOR STUDENTS AFFECTED
BY STATE FINANCIAL
CUTBACKS.

A proposed resolution reading as follows:

WHEREAS, The Chicago Public Schools are facing a financial crisis of monumental proportions; and

WHEREAS, The Illinois State Legislature has finally passed on a budget which includes no provisions to help the Chicago Public Schools address the enormous shortfall; and

WHEREAS, The probability of the Chicago Board of Education overcoming a 385 Million Dollar deficit in time to open the schools in September is highly unlikely; and

WHEREAS, If schools do not open as scheduled, over 410,000 students and their parents will be faced with the task of finding alternative activities during normal school hours; now, therefore,

Be It Resolved, That the Mayor and members of the City Council urge all citizens of the great City of Chicago to join together to support the Board of Education, the parents and students in their efforts to provide alternative learning sites for the students in every neighborhood in Chicago; and

Be It Further Resolved, That the Chicago Park District, all community agencies, churches and synagogues be urged to cooperate in this endeavor; and

Be It Further Resolved, That the Department of Human Services be directed to work closely with the members of the Chicago Board of Education and the General Superintendent of Schools in the coordination of these services; and

Be It Further Resolved, That the Committee on Education be directed to hold a public meeting and invite the above mentioned departments, agencies and other interested parties to appear before the Committee to discuss contingency plans and procedures to address the anticipated emergency.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT
ISSUANCE OF ALCOHOLIC LIQUOR LICENSES ON
PORTION OF WEST LAWRENCE AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by prohibiting the issuance of alcoholic liquor licenses on that part of West Lawrence Avenue, from North Rockwell Street to North Francisco Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN DOHERTY (41st Ward) And
ALDERMAN STONE (50th Ward):

Referred -- CHICAGO TRANSIT AUTHORITY URGED TO
CONSIDER PLACING BENCHES AT BUS STOPS
ALONG HEAVILY TRAVELED
THOROUGHFARES
WITHIN CITY.

A proposed resolution urging the Chicago Transit Authority to give consideration to providing benches at bus stops along the most heavily traveled thoroughfares within the City where no other seating arrangements exist, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Thomas M. Begel -- to construct, install, maintain and use masonry walls, a new masonry pier and over head projection aligning with existing masonry walls along the public right-of-way adjacent to 20 West Burton Place; and

Northwestern University -- to construct, install, maintain and use catch basins with related piping, a sprinkler system and tiebacks under portions of East Erie, East Superior, East Huron and North St. Clair Streets in connection with sprinkler system for parking garages adjacent to 333 East Erie and 222 East Huron Streets.

Referred -- GRANT OF PRIVILEGE TO TULIP'S CAFE,
INCORPORATED (DOING BUSINESS AS
TULIP'S CAFE) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Tulip's Cafe Incorporated, doing business as Tulip's Cafe, to maintain and use a portion of the public way adjacent to 680 North Lake Shore Drive for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF LATIN SCHOOL FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 59 WEST NORTH BOULEVARD.

Also, a proposed ordinance to exempt the Latin School from the physical

barrier requirement pertaining to alley accessibility for the parking facilities for 59 West North Boulevard, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

***Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
WEST SUPERIOR STREET FOR CONDUCT OF MUSEUM
OF CONTEMPORARY ART SIXTH ANNUAL
BLOCK PARTY.***

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Museum of Contemporary Art to close to traffic that part of West Superior Street, between North Sedgwick Street and North Orleans Street, for the period of September 10 and 11, 1993, for the conduct of their Sixth Annual Block Party, which was *Referred to the Committee on Special Events and Cultural Affairs.*

***Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.***

Also, four proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Collar and Leash -- for one canopy at 1435 North Wells Street;

Lester Lambert, Inc. -- for one canopy at 701 North Michigan Avenue;

Sidney Garben Jewelers -- for one canopy at 188 East Delaware Place; and

230 East Delaware Place Condominium Association -- for one canopy at 230 East Delaware Place.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- DESIGNATION OF BUILDING AT 1800
NORTH CLYBOURN AVENUE AS
CHICAGO LANDMARK.

A proposed ordinance designating the building commonly known as 1800 North Clybourn Avenue as a Chicago landmark and requiring the bulk, density and facades of the building to be preserved for their historical significance, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The 1964 North Sheffield Corporation, doing business as Chili Peppers Underground -- 1964 North Sheffield Avenue; and

Kava Kane, Incorporated -- 1013 West Webster Street.

Referred -- EXEMPTION OF MR. MICHAEL MORRISSEY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 2708 NORTH GREENVIEW AVENUE.

Also, a proposed ordinance to exempt Michael Morrissey from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2708 North Greenview Avenue, pursuant to Title 10, Chapter 20, Section

210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION
OF NORTH CLARK STREET.

Also, a proposed ordinance establishing a bus stand on the east curb of North Clark Street, from a point 40 feet south of the south property line of West Wisconsin Street, to a point 150 feet south thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 16, SECTION 270
OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT MINORS
ATTENDING CITY PUBLIC SCHOOLS FROM OPERATING
AUTOMATIC AMUSEMENT DEVICES
WHEN SCHOOLS ARE
IN SESSION.

A proposed ordinance to amend Title 4, Chapter 16, Section 270 of the Municipal Code of Chicago by prohibiting Chicago Public School students under the age of seventeen from operating any automatic amusement devices between the hours of 8:00 A.M. and 3:00 P.M. on days in which the public schools are in session, which was *Referred to the Committee on License and Consumer Protection.*

Presented For

ALDERMAN HANSEN (44th Ward):

Referred -- GRANT OF PRIVILEGE TO MESON DEL LAGO, INC.
(DOING BUSINESS AS LA BAMBA RESTAURANT)
FOR SIDEWALK CAFE.

A proposed ordinance, presented by Alderman Stone, to grant permission and authority to Meson Del Lago, Inc., doing business as La Bamba Restaurant, to maintain and use a portion of the public way adjacent to 3456 North Sheffield Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT
FEES FOR LINCOLN PARK CHILD CARE CENTER/
JEWISH COUNCIL FOR YOUTH SERVICES
LEMONADE SALE.

Also, a proposed order, presented by Alderman Stone, authorizing the Director of Revenue to waive the permit fees for the Lincoln Park Child Care Center/Jewish Council for Youth Services Lemonade Sale to be held on the east side of North Sheffield Avenue, from West Grace Street to a point twenty-five feet south thereof and on the south side of West Grace Street, from North Sheffield Avenue to a point twenty-five feet east thereof, on August 2, 1993, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6207 NORTH MILWAUKEE AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to

Vera Cruz Mexican Restaurant to construct, maintain and use one canopy to be attached to the building or structure at 6207 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- GRANT OF PRIVILEGE TO GRACELAND CEMETERY COMPANY AND TRUSTEES OF GRACELAND CEMETERY IMPROVEMENT FUND TO INSTALL AND MAINTAIN SEWER LINE ADJACENT TO 4001 NORTH CLARK STREET.

A proposed ordinance to grant permission and authority to Graceland Cemetery Company and Trustees of Graceland Cemetery Improvement Fund to install, maintain and use a sewer line adjacent to 4001 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO CORNELIA'S, INC. (DOING BUSINESS AS CORNELIA'S) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Cornelia's, Inc., doing business as Cornelia's, to maintain and use a portion of the public way adjacent to 750 West Cornelia Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR LICENSE FEES AND SPECIAL EVENT LICENSE FEES FOR LOUIS A. WEISS MEMORIAL HOSPITAL.

Also, two proposed orders authorizing the Director of Revenue to waive the

Food Vendor License fees and Special Event License fees for Louis A. Weiss Memorial Hospital, which were *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- **CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS IN 1400 AND 1500 BLOCKS OF WEST OLIVE AVENUE.**

A proposed order directing the Commissioner of Transportation to give consideration to the installation of alleylights in the 1400 and 1500 blocks of West Olive Avenue, which was *Referred to the Committee on Finance*.

Referred -- **AUTHORIZATION FOR WAIVER OF VARIOUS PERMIT AND LICENSE FEES FOR PARTICIPANTS IN 1993 ARGYLE STREET FESTIVAL.**

Also, three proposed orders authorizing the Director of Revenue to waive various permit and license fees for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Finance*, as follows:

Chinese Mutual Aid Argyle Street Festival -- to be held in the 1000 to 1200 blocks of West Argyle Street, on August 29, 1993 (Special Event General Retail License fee); and

1993 Argyle Street Festival -- to be held in the 1000 to 1200 blocks of West Argyle Street, on August 29, 1993 (Retail Vendor Permit fees and Food Vendor Permit fees).

Presented By

ALDERMAN STONE (50th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2639 WEST DEVON AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Dulhan Boutique to construct, maintain and use one canopy to be attached to the building or structure at 2639 West Devon Avenue, which was *Referred to the Committee on Transportation and Public Way*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION AND WATER
RATE EXEMPTIONS,
ET CETERA.**

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN BURKE (14th Ward):

Back of the Yards Neighborhood Council -- for construction of new homes on various streets under the Affordable Housing Program.

BY ALDERMAN MILLER for ALDERMAN MEDRANO (25th Ward):

El Hogar Del Niño -- for renovation of existing structure on the premises known as 1714, 1716 and 1718 South Loomis Street.

BY ALDERMAN AUSTIN (34th Ward):

Christ Universal Temple Church -- for rehabilitation of existing property on the premises known as 11901 South Ashland Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Schwender/Riteway -- for a new F.A.A. control tower on the premises known as Chicago O'Hare International Airport.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern University -- for construction of accessory parking structures on the premises known as 222 East Huron and 333 East Erie Streets (2).

BY ALDERMAN SHILLER (46th Ward):

Center for Street People -- for rehabilitation of the building on the premises known as 4455 North Broadway.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital and Medical Center -- for the premises known as 4550 North Winchester Avenue and 2318 West Irving Park Road.

BY ALDERMAN M. SMITH (48th Ward):

Saint Andrew's Greek Orthodox Church -- for erection of canopies on the premises known as 5649 North Sheridan Road.

LICENSE FEE EXEMPTIONS:**BY ALDERMAN BEAVERS (7th Ward):**

EHS Trinity Hospital, 2320 East 93rd Street (4).

BY ALDERMAN STREETER (17th Ward):

The Food Service Professional (Archdiocese of Chicago), 7721 South Ashland Avenue.

BY ALDERMAN RUGAI (19th Ward):

Beverly Montessori School, 9916 South Walden Parkway.

Easter Seal Society of Metropolitan Chicago, Inc. (A. J. Brandecker Rehabilitation Center), 9455 South Hoyne Avenue.

The Washington and Jane Smith Home, 2340 West 113th Place.

BY ALDERMAN OCASIO (26th Ward):

Easter Seal Society of Metropolitan Chicago, Inc. (Gilchrist Marcham Rehabilitation Center), 2345 West North Avenue.

Erie Family Health Center/Humboldt Park Health Center, 2750 West North Avenue.

Lutheran Day Care Nursery Association, 1802 -- 1808 North Fairfield Avenue.

Norwegian American Hospital, 1044 North Francisco Avenue.

Saint Elizabeth's Hospital, various locations (3).

BY ALDERMAN NATARUS (42nd Ward):

Moody Bible Institute, 820 North La Salle Drive (7).

**BY ALDERMAN EISENDRATH for
ALDERMAN HANSEN (44th Ward):**

Saint Alphonsus Church, 1429 West Wellington Avenue.

BY ALDERMAN SHILLER (46th Ward):

Voice of the People, 4753 North Broadway.

7/14/93

NEW BUSINESS PRESENTED BY ALDERMEN

35863

BY ALDERMAN STONE (50th Ward):

Misericordia Heart of Mercy, various locations (10).

REFUND OF FEES:

BY ALDERMAN MAZOLA (1st Ward):

Burnham Consultants, 233 South Wacker Drive -- refund of fees in the amounts of \$87,670.00 and \$7,431.00.

WAIVER OF FEES:

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center -- waiver of construction permit fees and driveway permit fees.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MAZOLA (1st Ward):

Field Museum of Natural History, East Roosevelt Road at South Lake Shore Drive -- public place of assembly inspection fee.

Inner City Impact, 1127 West Adams Street -- public place of assembly inspection fee.

Safer Foundation, various locations -- annual mechanical ventilation inspection fee.

BY ALDERMAN RUGAI (19th Ward):

Morgan Park Academy, 2153 West 111th Street -- annual refrigeration system inspection fee and annual boiler inspection fee (3).

BY ALDERMAN TROUTMAN (20th Ward):

Young Women's Christian Association of Metropolitan Chicago, 6200 South Drexel Avenue -- annual refrigeration system inspection fee.

BY ALDERMAN O'CONNOR (40th Ward):

The Byron Center, 6050 North California Avenue -- annual building inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Health Care Corporation, various locations -- annual fuel burning equipment inspection fees.

BY ALDERMAN NATARUS (42nd Ward):

Latin School of Chicago, 1527 North Dearborn Parkway -- annual fuel burning equipment inspection fee and annual mechanical ventilation inspection fee (2).

Dr. William M. Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- semi-annual elevator inspection fee, annual fuel burning equipment inspection fee and annual building inspection fee (3).

BY ALDERMAN STONE for ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital, 2900 North Lake Shore Drive -- annual canopy and revolving door inspection fee and annual refrigeration system inspection fee (2).

7/14/93

NEW BUSINESS PRESENTED BY ALDERMEN

35865

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- annual elevator inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Hospital, 5015 North Paulina Street -- annual fuel burning equipment inspection fee.

Lincoln West Hospital, 2544 West Montrose Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN STONE (50th Ward):

Express Learning Center, 2835 West Touhy Avenue -- annual refrigeration system inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

The Neighborhood Institute, 1754 East 71st Street.

BY ALDERMAN MILLER (24th Ward):

Douglas Park Baptist Church, 1838 South Kedzie Avenue.

BY ALDERMAN E. SMITH for ALDERMAN BURRELL (29th Ward):

Circle Urban Ministries, various locations (2).

BY ALDERMAN GILES (37th Ward):

Rose of Sharon Church, 4256 West Walton Street.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN MAZOLA (1st Ward):

Leiboff, Bernice

BY ALDERMAN BLOOM (5th Ward):

Atkins, Annie

Osborn, Nettie J.

Dawson, Erma M.

Peppers, Jefferson

Ellis, Myzella

Roberson, Lerlene

Fernandez, Mayme

Walther, Marianne

Griswold, Geneva K.

White, George V.

BY ALDERMAN STEELE (6th Ward):

Parks, Cornelia

Peters, Elizabeth R.

Wilson, Ann K.

BY ALDERMAN DIXON (8th Ward):

Travis, Warren

BY ALDERMAN MADRZYK (13th Ward):

Godek, Sophie

Hinich, Robert

Moore, Dolores

BY ALDERMAN MURPHY (18th Ward):

Cobb, Bertha

Zaro, Victor F.

BY ALDERMAN BANKS (36th Ward):

Arpaia, Rosemary

Dempsey, Dorothy

Downie, Lorraine

Melone, William O.

Miceli, Virginia

Sahagian, Virginia

BY ALDERMAN ALLEN (38th Ward):

Buhr, Kenneth G.

Guske, Shirley F.

Hanson, Edwin A.

Kurcz, Irene A.

Matzer, Joseph

Oswald, Adam

Verdone, Marion and Mamie

Zwier, Bernice

BY ALDERMAN LAURINO (39th Ward):

Lambert, Rae

BY ALDERMAN O'CONNOR (40th Ward):

Orlow, Valentine J.

Schappert, Mary H.

BY ALDERMAN DOHERTY (41st Ward):

Amelio, Carmela

LaRosa, Frank

Andrews, Leona

Mauldin, Adele N.

Balon, Anthony T.

McLaughlin, Martha M.

Cawley, Anthony J.

Neenan, Mary J.

Doering, Louis H.

Randazzo, Minnie L.

Drogosz, Sophie M.

Scheurer, Martha V.

Fagiano, Louise H.

Schneider, Caroline

Fezzuoglio, Joseph

Scholz, Beatrice

Grazier, Lorraine M.

Silvestri, Anna

Joanides, Polixene

Wykowski, Eugenia

Koehler, Henry G.

Zimmer, W. Robert

BY ALDERMAN NATARUS (42nd Ward):

Applebaum, David

Conger, Dorothy L.

Boe, Elaine E.

Davis, Isobel F.

Bristow, Alexandra L.

Dry, Florence S.

Burke, Estelle N.

Dutton, James N.

Carson, Veronica Ann

Edson, Eugene H.

Charmatz, Lester

Egel, Paul M.

Glick, Edward R.	Mogilner, Shirley
Goldstein, Arnold D.	Montell, Shelby L.
Groman, Evelyn	Nathanson, Evelyn
Harris, Marvin V.	Perlstein, Nathan N.
Horne, Dolores H.	Pottage, John C.
Jacobs, Maurice	Rissman, Burton R.
Jercinovic, Branko	Rosenbluth, Marion E.
Kale, Sol	Rosin, Joseph
Kanter, Gerald J.	Rubenstein, Gloria G.
Kaplan, Morris	Ruby, Leon
Kirchschlager, Mary Anne	Ryan, Angela A.
Kitzing, Fred	Sachs, Irene
Koplar, Alan E.	Sang, Elsie O.
Kraeger, Helen, Joseph and Edna	Schacht, Ada E.
Landler, Bonnie	Schneider, William
Lang, Roy	Shanesy, Mary Ellen
Levenberg, Jerome L.	Shore, Jack
London, Stanley	Silberman, David B.
Lutz, Lillian L.	Smoler, Lois
Mallen, Gerald I.	Solomon, Dr. Ben
Mann, Harry A.	Spiro, Earl M.
Mason, Frances L.	Steel, Helen
Meister, Janice	Stein, Catherine H.
Meyer, Beverly M.	Stein, Edward B.
Meyers, Mollie	Stein, Phyllis B.

Steinberg, Eva

Strahl, Anne M.

Strasburg, Harry

Swanson, Robert

Sweeney, James R.

Tepper, Norman

Wechter, Norman R.

Weinfield, Edwin E.

Weintraub, Marvin B.

Wise, Harry H.

Zschiegner, Hans K.

BY ALDERMAN EISENDRATH (43rd Ward):

Berger, Theodore

Dudeck, June

Forsberg, Josephine

Friedman, William J.

Greenwald, Lillian F.

Lindar, John R.

Littman, Bruce A.

Mogill, Herman

Robinson, Jean

Saxon, Joyce R.

Sorkin, Leonard

BY ALDERMAN HANSEN (44th Ward):

Bogot, Miriam T.

Levin, Faith R.

Sandlow, Pearl B.

BY ALDERMAN LEVAR (45th Ward):

Honeycutt, Rosa M.

Morrow, Alice P.

Spallino, Celia

BY ALDERMAN SHILLER (46th Ward):

Achler, Reeva	Lerner, Ann
Adelstein, Ida	Levine, Edward G.
Alfano, Joseph E.	Levine, Jack
Ballou, Robert E.	Levy, Esther
Benensohn, Cecelia W.	Lipofsky, Mildred H.
Clarke, John Daniel	Maschner, Lucia A.
Colan, Estelle	Mikesell, Rosalind M.
Collen, Sheldon O.	Morris, Elmer H.
Drucker, Charlotte	Newman, Helen
Dvorkin, Sol I.	Ramirez, Fernando
Edidin, Dorothy	Rice, James P.
Fink, Victor H.	Rosen, Melvin
Fisch, Shirley	Rothman, Edward J.
Flyer, Jeanette	Russell, Kathryn W.
Goldstein, Harold	Semans, Pearl K.
Hardie, Thomas C.	Shapiro, Jack
Heilig, Harriet E.	Silver, Arthur O.
Hirakawa, Memmy S.	Silverman, Helen S.
Hirsch, Herman	Sipiora, Fred J.
Holleb, Seymour S.	Stein, Michael
Idema, James M.	Stone, Lester
Jacobs, Sylvia H.	Strom, Sylvia
Johnson, Irene	Tenniswood, Mary

Weinberg, Mrs. Glen

Zarek, Robert E.

Wilson, Helen C.

BY ALDERMAN M. SMITH (48th Ward):

Clark, James M.

Lindahl, Helen G. and Grace A.

Greenberg, Marvin

Weller, Mary L.

Kaatz, Eleanor R.

Wiley, Robert M.

BY ALDERMAN MOORE (49th Ward):

Blair, Dan H.

Kania, Philip J.

Boris, Ross

Koven, Sylvia H.

Broecker, Nourene S.

Markovitz, Louis

Carbonatto, Stella

Rappaport, Michael

Condon, William J.

Ross, Sylvia Miles

Dahlstrom, Irwin A.

Schlichter, Estella D.

Douglas Jr., Harvey E.

Small, Cecile T.

Georgevich, Vera

Weinstein, Ethel

Gerrick, Dorothy

Williams, Velma D.

Henderson, Irmgard A.

BY ALDERMAN STONE (50th Ward):

Block, Ben B.

Dorey, Herman

Cotovskiy, Jeannette

Lear, Dorothy

Leipsiger, Sina K.

Shapiro, Gerald

Levenson, Ann

Shapiro, Helen

Mueller, Emily M.

Shoger, Shirley

Paul, Florence

Spanitz, Margaret

Rosen, Arthur

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (June 23, 1993).

The Deputy City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 23, 1993, at 10:00 A.M., signed by him as such Deputy City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal, as follows:

Page 34770 -- deleting the words "Committee on Special Events and Cultural Affairs" appearing in the fourteenth line from the top of the page and inserting in lieu thereof the words "Committee on License and Consumer Protection".

Page 34770 -- by inserting the following language immediately below the fourteenth line from the top of the page:

***Referred* -- AUTHORIZATION FOR WAIVER OF FOOD
VENDOR LICENSE FEES AND INTINERANT
MERCHANT LICENSE FEES FOR
PARTICIPANTS IN VARIOUS
EVENTS.**

Also, two proposed orders authorizing the Director of Revenue to

waive the Food Vendor License fees and Itinerant Merchant License fees for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on License and Consumer Protection*, as follows:

Edgebrook-Sauganash Chamber of Commerce Sidewalk Sale to be held on North Kinzua Avenue, from 6413 to 6513 and on both sides of West Devon Avenue, between North Minnehaha Avenue and North Kinzua Avenue, on July 31, 1993 (Food Vendor License fee); and

Edgebrook-Sauganash Chamber of Commerce Sidewalk Sale and Arts and Crafts Fair to be held on North Kinzua Avenue, from 6413 to 6513 and on both sides of West Devon Avenue, between North Minnehaha Avenue and North Kinzua Avenue on July 31 and August 1, 1993 (Itinerant Merchant License fee).

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as corrected and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(June 9, 1993)

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 9, 1993, as follows:

Page 34044 -- by deleting in their entirety the twenty-first through the last lines from the top of the page and inserting in lieu thereof the following:

Bethel New Life, Incorporated, an Illinois not-for-profit corporation	28	130-132 North Kilbourn Avenue	551	16-10-326-015
	28	121 -- 129 North Kostner Avenue	551	16-10-418-001
	28	133 -- 135 North Keeler Avenue	551	16-10-420-001
	28	3818 -- 3820 West Maypole Avenue	553	16-11-306-025
	28	254 -- 264 North Hamlin Avenue	553	16-11-306-027
	28	3855 -- 3857 West Gladys Avenue	559	16-14-111-001

Page 34045 -- by deleting in their entirety the fourth and fifth lines from the top of the page.

Page 34046 -- by deleting in their entirety the eighth through eleventh and the twenty-eighth through thirty-first lines from the top of the page.

Page 34049 -- by deleting the following language contained in the third and fourth lines from the bottom of the page: "4 4637 South Drexel Boulevard 250 20-02-316-006".

The motion to correct *Prevailed*.

(June 9, 1993)

Alderman Banks moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 9, 1993, as follows:

Page 34108 -- by deleting the word "Heavy" appearing in the thirteenth line from the bottom of the page.

Page 34108 -- by inserting the word "are" immediately following the words "bulk regulations" appearing in the fourth line from the bottom of the page.

The motion to correct *Prevailed*.

(May 19, 1993)

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, May 19, 1993, as follows:

Page 32809 -- by deleting the words "South Stewart Avenue" appearing in the seventeenth line from the bottom of the page and inserting in lieu thereof the words "South Seward Avenue".

The motion to correct *Prevailed*.

(October 2, 1991)

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, October 2, 1991, as follows:

Page 6200 -- by deleting the words "Lot 2 and the south 1 foot" appearing in the third line from the top of the page and inserting in lieu thereof the words "The south 43 feet of Lot 2 and the north 1 foot of Lot 3".

Page 6200 -- by deleting in its entirety the eighth line from the top of the page and inserting in lieu thereof the words "Permanent Index Number: 20-21-218-014".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

**REAPPOINTMENT OF MR. LEON FINNEY AS MEMBER
OF CHICAGO PLAN COMMISSION.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of June 23, 1993, pages 34618 through 34642 recommending that the City Council approve the reappointment of Leon Finney as a member of Chicago Plan Commission.

On motion of Alderman Banks, the said proposed reappointment of Mr. Leon Finney as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

**AMENDMENT OF TITLE 17, SECTIONS 8.3-2 AND 8.3-4 OF
MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) TO ALLOW COMPUTER HARDWARE
AND SOFTWARE SALES IN RESTRICTED RETAIL
DISTRICTS; TO ALLOW COMPUTER SALES
AND SERVICE IN RESTRICTED SERVICE
DISTRICTS; AND TO REMOVE UMBRELLA
REPAIR SHOPS FROM LIST
OF PERMITTED USES IN
RESTRICTED SERVICE
DISTRICTS.**

On motion of Alderman Burke, the City Council took up for consideration

the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of June 23, 1993, pages 34642 through 34644 recommending that the City Council pass a proposed ordinance to amend Title 17, Sections 8.3-2 and 8.3-4 of the Municipal Code of Chicago (Chicago Zoning Ordinance) to allow computer hardware and software sales in Restricted Retail Districts; to allow computer sales and service in Restricted Service Districts; and to remove Umbrella Repair Shops from list of permitted uses in Restricted Service Districts.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance is hereby amended in Section 8.3-2 by adding the language in italics, as follows:

8.3-2 Permitted Uses -- B2-1 To B2-5 Restricted Retail Districts.

B. The following uses are permitted in the B2-1 to B2-5 Districts inclusive. Except ... of any street.

(13a) *Computer Sales -- hardware and software.*

* * * * *

(62) *Video (Tape) Rental and Sales.*

SECTION 2. That Title 17 of the Municipal Code of Chicago, is hereby amended in Section 8.3-4 by adding the language in italics, as follows:

8.3-4 Permitted Uses -- B4-1 To B4-5 Restricted Service Districts.

B. The following uses are permitted in the B4-1 to B4-5 Districts inclusive.

(10a) Computer Sales and Service.

SECTION 3. That Title 17 of the Municipal Code of Chicago, is hereby amended in Section 8.3-4 by deleting the language in brackets, as follows:

8.3-4 Permitted Uses -- B4-1 To B4-5 Restricted Service Districts.

B. The following uses are permitted in the B4-1 to B4-5 Districts inclusive:

(44) [Umbrella Repair Shops.]

SECTION 4. This ordinance shall be in full force and effect from and after its due passage and publication.

**APPROVAL OF ZONING EXCEPTION FOR CHANGE
OF LICENSEE AND CONTINUED OPERATION
OF TAVERN AT 2500 WEST 69TH STREET.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of June 23, 1993, pages 34644 through 34646, recommending that the City Council adopt a proposed resolution amending the Chicago Zoning Ordinance by approving a zoning exception for a change of licensee and continued operation of a tavern at 2500 West 69th Street.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Mr. Ted Mitkus, as licensee, filed on February 24, 1993, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a two-story building, in an R3 General Residence District, on the premises at 2500 West 69th Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered January 20, 1993 reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Articles 7.3-4, 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an R3 General Residence District; that the subject site is improved with a two-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of licensee of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing

tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two-story building, on premises at 2500 West 69th Street, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Mr. Ted Mitkus as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Chicago Zoning Ordinance.

**CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of June 23, 1993, pages 34646 through 34673, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

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

*Reclassification Of Area Shown On Map Number 2-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by:

West Gladys Avenue; South Racine Avenue; a line 70 feet north of West Van Buren Street; and the alley next west of South Racine Avenue, or the line thereof if extended where no alley exists,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 5-I in the area bounded by:

West Palmer Street; North Western Avenue; a line 117.50 feet south of and parallel to West Palmer Street; and a line 93 feet west of and parallel to North Western Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District and B4-1 Restricted Service District symbols and indications as shown on Map No. 5-N in the area bounded by:

West Wabansia Avenue; a line 132 feet west of North Nordica Avenue; the alley next north of and parallel to West North Avenue; North Nordica Avenue; West North Avenue; and North Neva Avenue,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

a line 51.40 feet north of West 31st Street; the alley next east of and parallel to South Pulaski Road; a line 26.40 feet north of West 31st Street; and South Pulaski Road,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 7-F in the area bounded by:

a line 192.02 feet northerly of and parallel with West St. James Place; a line 200.09 feet easterly of and parallel with North Clark Street; a line 50.08 feet northerly of and parallel with West St. James Place; and North Clark Street,

to the designation of a Planned Development, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development No. _____.

Plan Of Development

Statements.

1. The area delineated herein as a Planned Development consists of approximately 28,400 square feet (0.65 acres) and is owned or controlled by the Applicant, Columbus-Cabrini Medical Center.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns; and, if different than the Applicant, the legal title holder of any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of Sixteen Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; an Off-Street Loading Arrangement Map; a Table of Use and Bulk Regulations and Related Controls; a Contextual Site Map; and a Site/Landscape Plan; and Elevation Plans, prepared by Matthei &

Colin Associates dated May 13, 1993. Full size sets of the Site/Landscape Plan and Elevation Plans are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Planned Development": offices (business and professional), medical laboratories, parking and related uses.
6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning and Development.
7. Any dedication or vacation of streets or alleys or easements or any adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees.
8. Off-street parking will be provided in compliance with this Planned Development and shall be subject to the review and approval of the Commissioner of the Department of Planning and Development and the Department of Transportation, Bureau of Traffic Engineering and Operations.
9. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning and Development. There shall be no permitted on-street parking or loading. Passenger and small delivery truck loading and unloading space shall be provided internally. Major loading and trash collection shall be provided for at the loading berths described on the Off-Street Loading Arrangement Map.

10. Height restrictions of any building or any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a. Height limitations as certified on form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b. Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.
11. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, except that the areas devoted to off-street parking, accessory and nonaccessory, and loading shall be excluded from F.A.R. calculations.
12. This Planned Development herein shall be subject to the "Rules, Regulations and Procedures Related to Planned Developments" as promulgated by the Commissioner of the Department of Planning and Development.
13. The improvements in the Property, including all entrances and exits to the parking areas, shall be designed and installed in general conformance with the Site/Landscape Plan and Elevation Plans dated May 13, 1993. The landscaping (including street trees in the adjacent right-of-way) shall be designed and installed in general conformance with the Site/Landscape Plan dated May 13, 1993. The landscaping shall be maintained at all times in accordance with the Site/Landscape Plan and parkway trees shall be installed and maintained in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
14. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate, consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance and will not result in increasing the maximum floor area ratio for the total Property Net Site Area established by this Planned Development Ordinance. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning

Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks or an increase in the maximum percent of land covered.

15. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
16. Unless substantial construction has commenced within three (3) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of a B3-2 General Retail District.

[Existing Zoning Map, Property Line and Planned Development Boundary Map, Generalized Land Use Map, Existing Land Use Map, Off-Street Loading Arrangement Map, Contextual Site Map, Site/Landscape Plan and Elevation Plans attached to this Plan of Development printed on pages 35890 through 35902 of this Journal.]

Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Institutional Planned Development No. _____.

Use And Bulk Regulations And Related Controls.

Net Site Area	Generalized Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum No. Of Dwelling Units	Maximum Percent Of Site Coverage
<u>Square Feet</u> <u>Acres</u>				
<u>28,400</u> <u>0.65</u>	See Statement Number 5	2.2	-0-	See Approved Site Plan

Gross Site Area = Net Site Area, 28,400 square feet (0.65 acres) plus Area in Public Rights-of-Way, 4,684 square feet (0.11 acres) = 33,084 square feet (0.76 acres).

Maximum Floor Area Ratio for Total Net Site Area = 2.2.

Maximum Number of Dwelling Units = none permitted.

Minimum Number of Off-Street Parking Spaces = 300.

Maximum Number of Off-Street Parking Spaces = 312.

Minimum Number of Off-Street Loading Berths = 0.

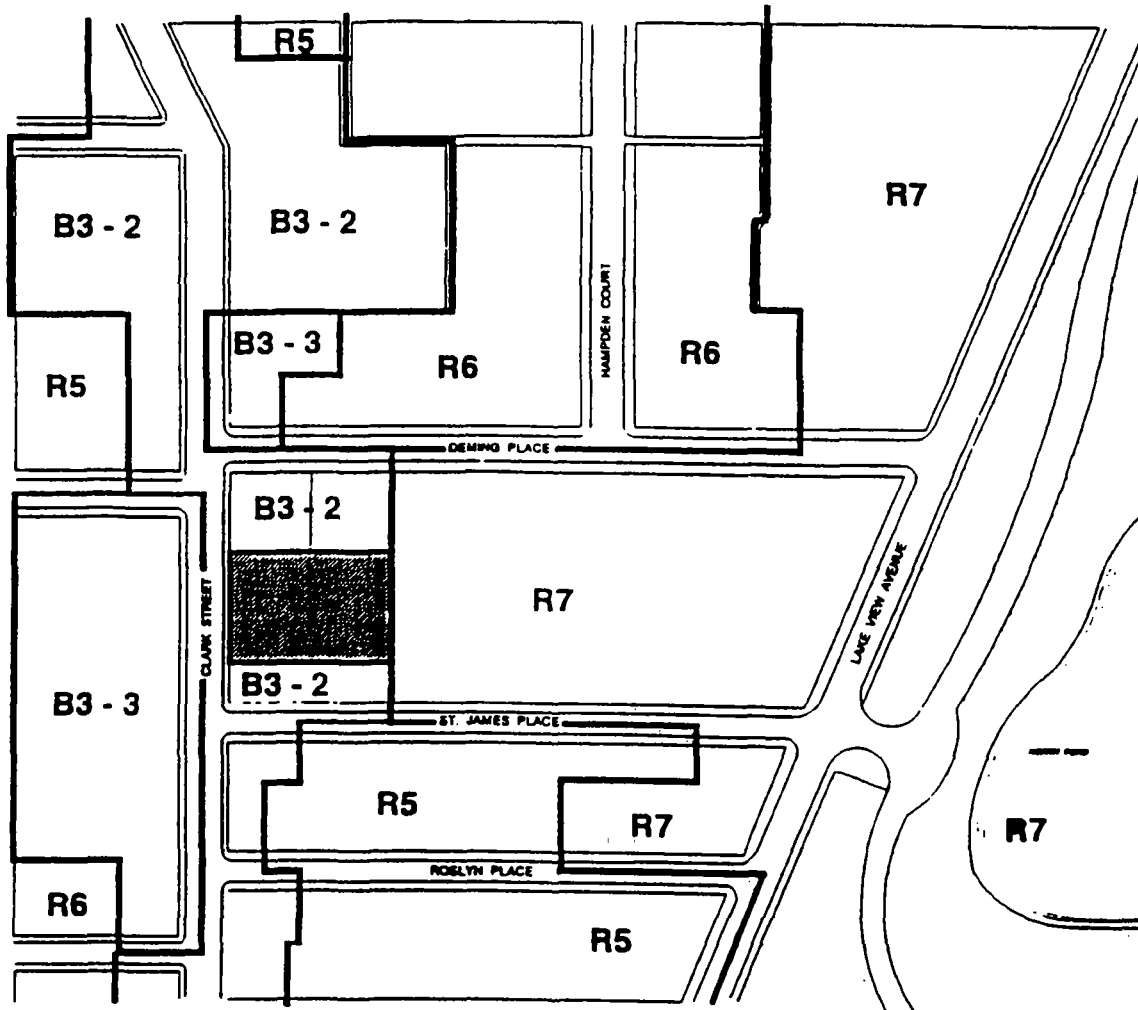
Maximum Percent of Site Coverage: In accordance with approved Site Plan.

Minimum Required Building Setbacks: In accordance with approved Site Plan.

Maximum Permitted Building Height: In accordance with approved Elevation Plans.

Institutional Planned Development No. _____

Existing Zoning Map.

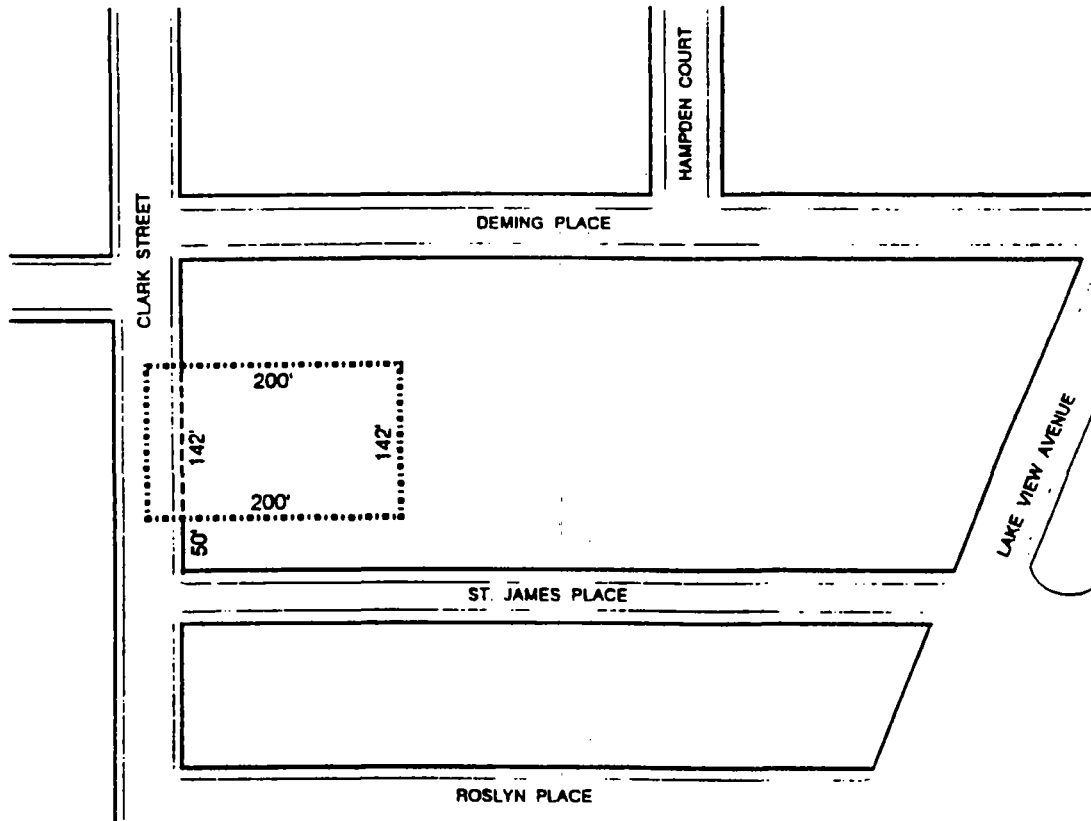


 SUBJECT PROPERTY



APPLICANT: COLUMBUS - CABRINI MEDICAL CENTER
 ADDRESS: 2507 - 2517 NORTH CLARK STREET
 DATE: JANUARY 12, 1993
 REVISED: MAY 13, 1993

Institutional Planned Development No. _____
Property Line And Planned Development Boundary Map.



LEGEND

..... PLANNED DEVELOPMENT BOUNDARY

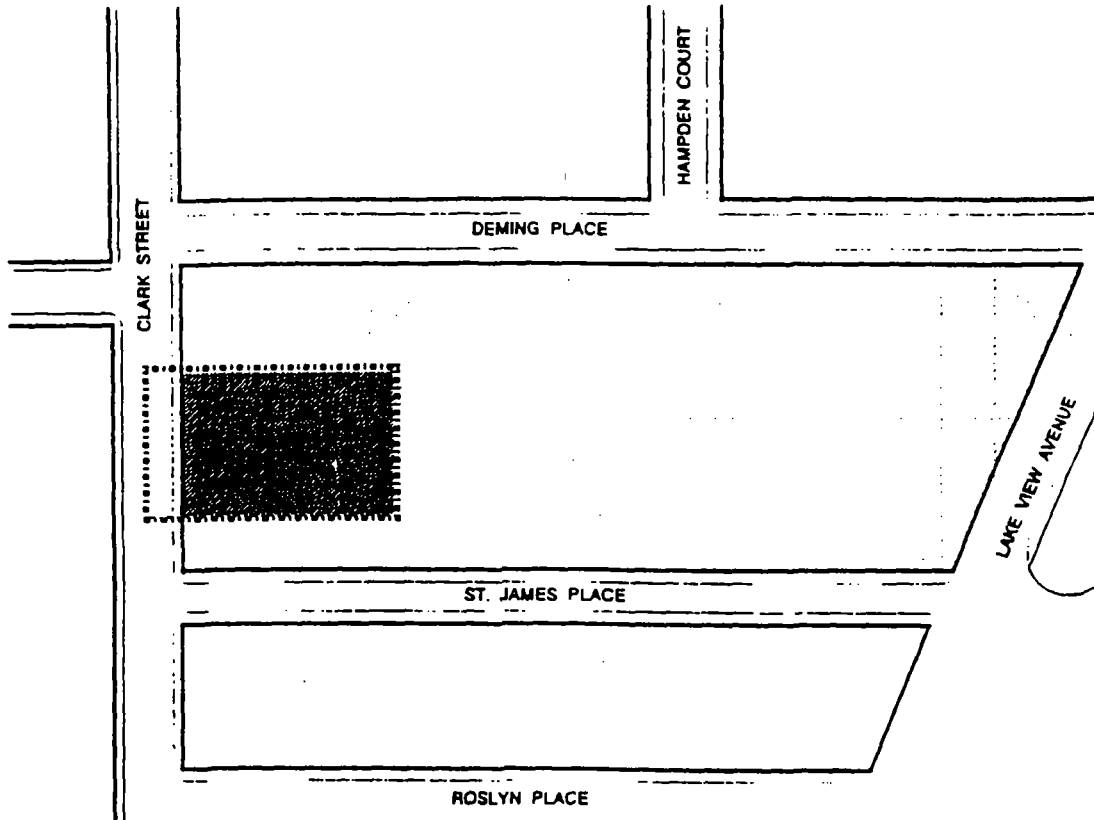
---142'--- DIMENSIONED PROPERTY LINE

NOTE: No Adjustments in Right - of - Way are planned

APPLICANT: COLUMBUS - CABRINI MEDICAL CENTER
 ADDRESS: 2507 - 2517 NORTH CLARK STREET
 DATE: JANUARY 12, 1993
 REVISED: MAY 13 1993

Institutional Planned Development No. _____

Generalized Land Use Plan.



LEGEND

..... PLANNED DEVELOPMENT BOUNDARY

 SUBJECT PROPERTY

 OTHER C.C.M.C. PROPERTY

NOTE: FOR PERMITTED USES SEE STATEMENT NO 5
FOR DETAIL SEE APPROVED PLANS & ELEVATIONS

APPLICANT: COLUMBUS - CABRINI MEDICAL CENTER

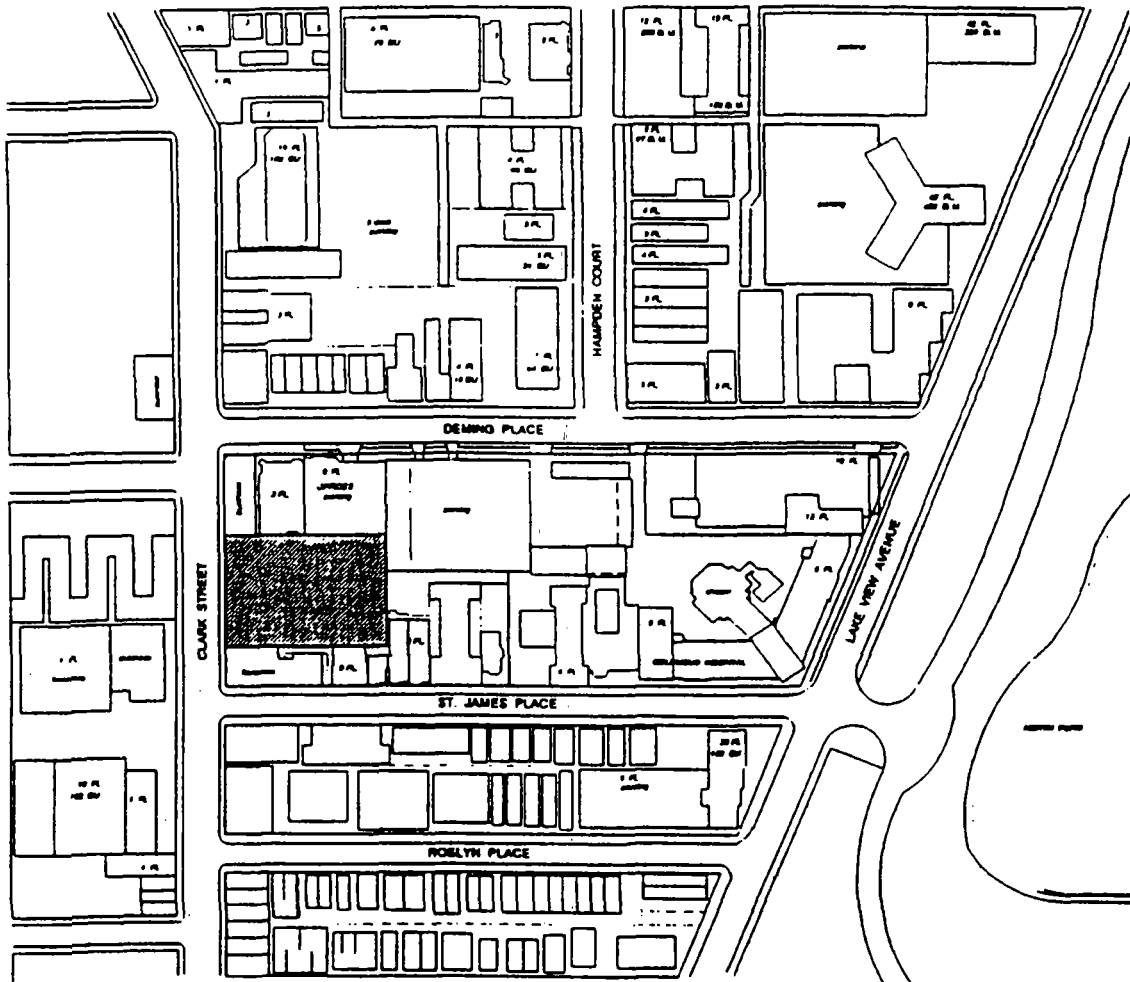
ADDRESS: 2507 - 2517 NORTH CLARK STREET

DATE: JANUARY 12, 1993

REVISED: MAY 13, 1993

Institutional Planned Development No. _____

Existing Land Use Map.



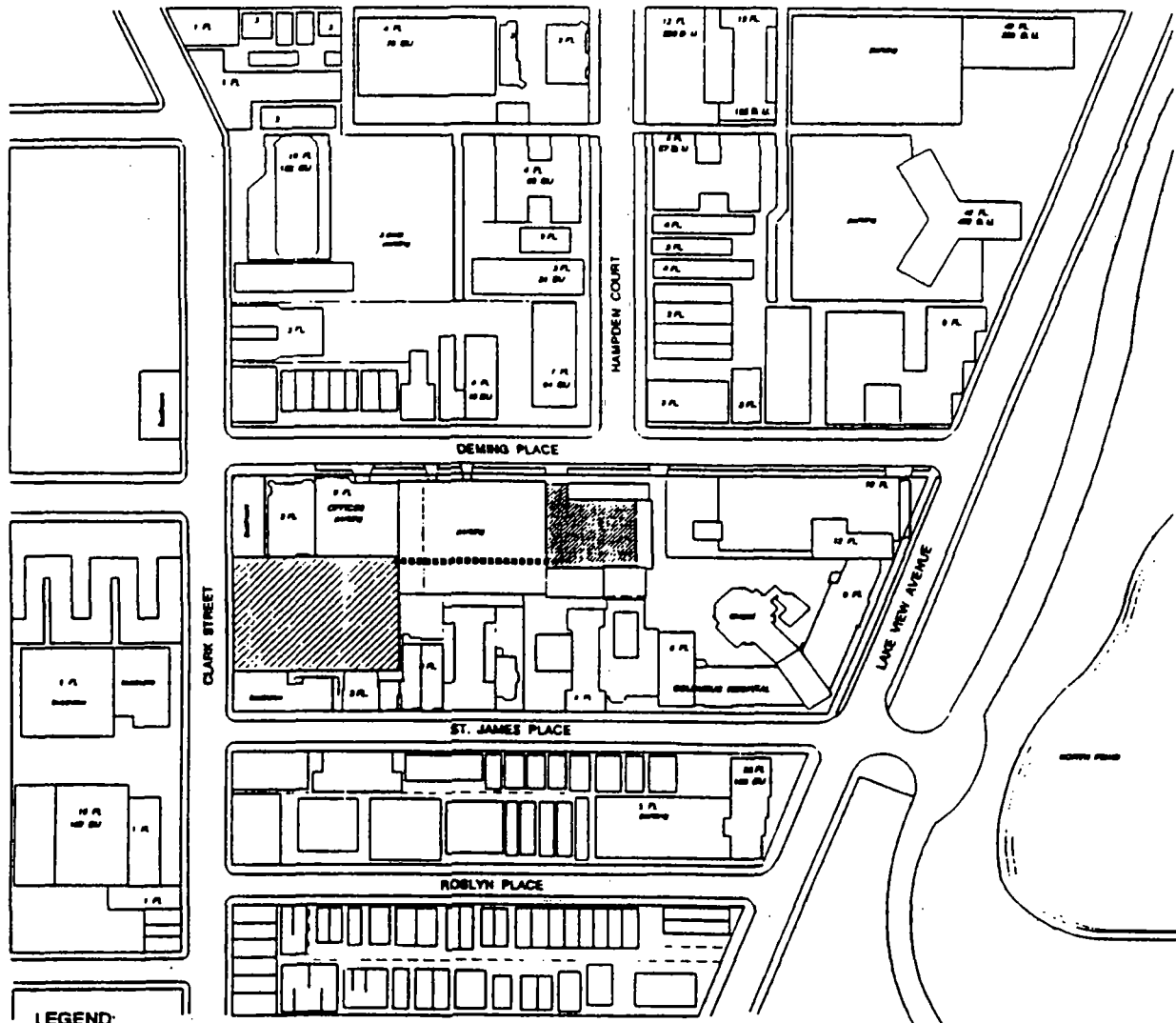
SUBJECT PROPERTY






APPLICANT: COLUMBUS - CABRINI MEDICAL CENTER
ADDRESS: 2507 - 2517 NORTH CLARK STREET
DATE: JANUARY 12, 1993
REVISED: MAY 13, 1993

Institutional Planned Development No. _____

Off-Street Loading Arrangement.



LEGEND:

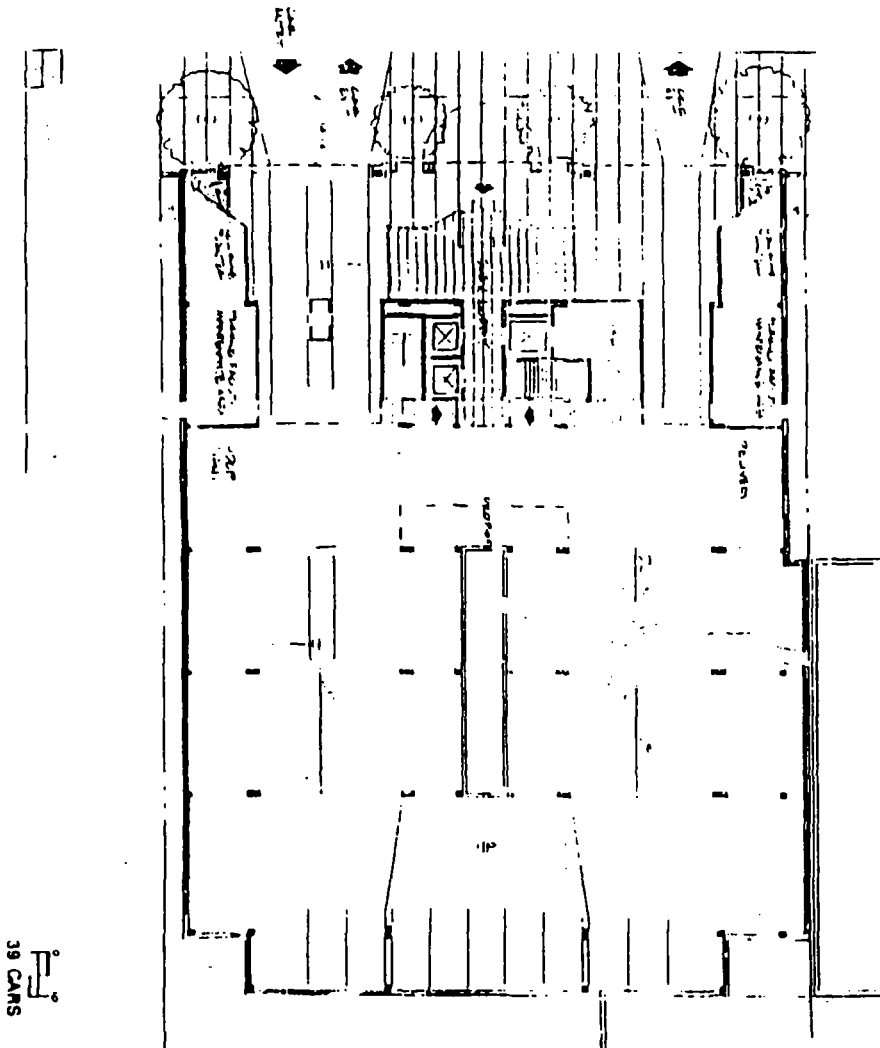
-  SUBJECTY PROPERTY
-  HOSPITAL LOADING BERTHS
-  INTERNAL CONNECTION



APPLICANT: COLUMBUS - CAURINI MEDICAL CENTER
ADDRESS: 2507 - 2517 NORTH CLARK STREET
DATE: JANUARY 12, 1993
REVISED: MAY 13, 1993

Institutional Planned Development No. _____

Site/Landscape Plan.
(Page 1 of 2)

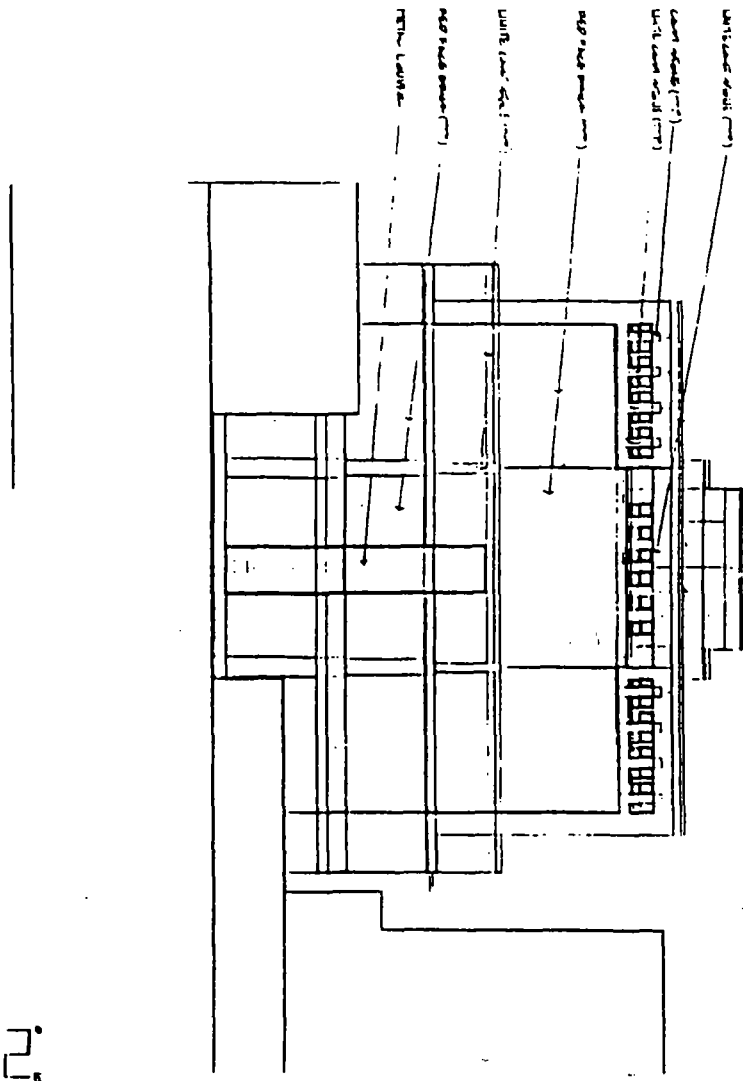


APPLICANT: COLUMBUS - CABRINI MEDICAL CENTER
ADDRESS: 2507 - 2517 NORTH CLARK STREET
DATE: JANUARY 12, 1993
REVISED: MAY 13, 1993

SD 3	REVISIONS	PROFESSIONAL OFFICE BUILDING COLUMBUS HOSPITAL	Matthei & Galin Associates Architects Engineers 107 South Michigan Avenue Chicago, Illinois (312) 467-4002
	DATE	DATE	

Institutional Planned Development No. _____

East Elevation.

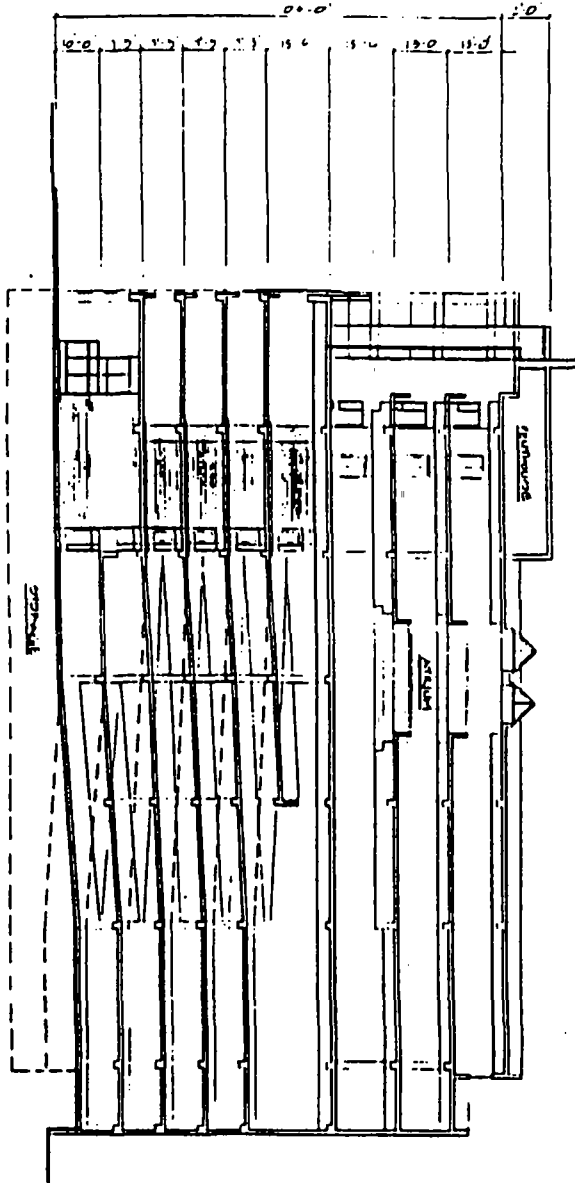


APPLICANT: COLUMBUS - CABRINI MEDICAL CENTER
ADDRESS: 2507 - 2517 NORTH CLARK STREET
DATE: JANUARY 12, 1993
REVISED: MAY 13, 1993

SD 15	PROJECT NO. SHEET NO. DATE	PROFESSIONAL OFFICE BUILDING COLUMBUS HOSPITAL CHICAGO	Matthei & Colin Associates Architects Engineers 117 South Michigan Avenue Chicago, Illinois 60605
		PROJECT NO. SHEET NO. DATE	PROJECT NO. SHEET NO. DATE

Institutional Planned Development No. _____

Section Looking North.



APPLICANT: COLUMBUS - CARRINI MEDICAL CENTER
ADDRESS: 2507 - 2517 NORTH CLARK STREET
DATE: JANUARY 12, 1993
REVISED: MAY 13, 1993

Reclassification Of Area Shown On Map Number 7-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-M in the area bounded by:

the alley next north of and parallel to West Diversey Avenue; a line 82.30 feet east of North Marmora Avenue; West Diversey Avenue; and a line 57.30 feet east of North Marmora Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 8-E in the area bounded by:

a line 326.8 feet north of East 35th Street; the alley next east of South Indiana Avenue; a line 226.8 feet north of East 35th Street; and South Indiana Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by:

West 32nd Street; a line 57.91 feet east of South Parnell Avenue; a line 108.12 feet south of West 32nd Street; and South Parnell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by:

the alley next north of West Melrose Street; a line 50 feet east of North Ravenswood Avenue; West Melrose Street; and North Ravenswood Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-K in the area bounded by:

North Avondale Avenue; a line 104.30 feet south of North Avondale Avenue as measured from the easterly right-of-way line of the alley next west of and parallel to North Pulaski Road; and the alley next west of and parallel to North Pulaski Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 10-F in the area bounded by:

West Root Street; a line 340 feet east of and parallel to South Wallace Street; the alley next south of and parallel to West Root Street; and a line 240 feet east of and parallel to South Wallace Street,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 12-E.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District symbols and indications as shown on Map No. 12-E in the area bounded by:

a line 200 feet south of East 47th Street; South Cottage Grove Avenue; a line 325 feet south of West 47th Street; and the alley next west of and parallel to South Cottage Grove Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-M in the area bounded by:

a line 62.62 feet south of and parallel to West 61st Street; the alley next east of South Meade Avenue; a line 122.62 feet south of and parallel to West 61st Street; and South Meade Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

a line 59.05 feet south of and parallel to West 56th Street; the public alley next east of and parallel to South Sayre Avenue; a line 118.10 feet south of and parallel to West 56th Street; and South Sayre Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-C.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 22-C in the area bounded by:

East 87th Street; a line 110 feet west of South Cregier Avenue; the alley next south of and parallel to East 87th Street; and a line 200 feet west of South Cregier Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

***Failed To Pass* -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY AREA SHOWN ON
MAP NUMBER 30-F.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of June 23, 1993, pages 34673 and 34674, recommending that the City Council do not pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying the area shown on Map Number 30-F.

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 30-F in the area bounded by:

a line 243.81 feet north of and parallel to West 123rd Street; South Parnell Avenue; West 123rd Street; and the alley next west of and parallel to South Parnell Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Cook County Commissioner Ms. Irene Hernandez;

Mr. Robert H. Miller, a former aide to the late President Lyndon B. Johnson and retired Vice President of Tenneco, Inc.;

Ten students from DePaul University, enrolled in a local government class, accompanied by their instructor, Mr. Mark Enenbach; and

Four students from Gordon Technical High School, enrolled in an independent study government class, accompanied by their instructor, Mr. Peter Morrison.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the fourteenth (14th) day of July, 1993, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fourth (4th) day of August, 1993, at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Mazola, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Eisendrath, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, August 4, 1993 at 10:00 A.M., in the Council Chambers in City Hall.



DANIEL J. BURKE,
Deputy City Clerk.